British Columbia Animation Agreement

2008-2010

UBCP
Union of BC Performers
AN AUTONOMOUS BRANCH OF ACTRA

Union of BC Performers
T 604-689-0727 **F** 604-689-1145 **E** info@ubcp.com
1155 West Pender Street, #400, Vancouver BC V6E 2P4 www.ubcp.com

MEMBER OF THE BC FEDERATION OF LABOUR AND THE MOTION PICTURE PRODUCTION INDUSTRY ASSOCIATION OF BC
AFFILIATED WITH THE CANADIAN LABOUR CONGRESS (CLC) AND THE INTERNATIONAL FEDERATION OF ACTORS (FIA)
BRANCH OFFICES IN VANCOUVER, CALGARY, REGINA, WINNIPEG, TORONTO, OTTAWA, MONTREAL, HALIFAX, ST. JOHN'S

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PREAMBLE

This Agreement is made and entered into in the Province of British Columbia by and between the Union of B.C. Performers (hereinafter referred to as the "Union"), which is the British Columbia Branch of the ACTRA with principal offices at 400 - 1155 West Pender Street, Vancouver, BC, V6E 2P4 and the signatory Individuals, Persons, Partnerships, Firms, or Corporations listed in Appendix "A", and those added from time to time to this Agreement by virtue of executing the signing page on page 43, or an Acceptance Agreement as per Appendix "B", and added to Appendix "A" (hereinafter referred to collectively as the "Producers" or separately as "Producer"). The Producers and the Union (hereinafter referred to as the "Parties") agree to the following:

GENERAL CLAUSES

SECTION A

ARTICLE A1 - UNION RECOGNITION AND APPLICATION

A101 Union Recognition

The Producer recognizes the Union as the exclusive bargaining agent for Performers with respect to all terms and conditions contemplated by this Agreement. It is further recognized that the Union has exclusive jurisdiction in all recorded Animation and Dubbing production in British Columbia. It is acknowledged and agreed that the Union represents a majority of the Performers in the bargaining unit, and that the Union shall be the sole and exclusive bargaining agent for all Performers in the bargaining unit.

A102 Scope of Agreement

This Agreement applies to Performers engaged in animation production for Theatrical Motion Pictures, or other Motion Pictures such as episodic television Series (including Pilots), Mini Series and Made-for-Television Movies (MOWs) made for Network Television, Syndicated Television, Cable Television, Pay Television, and Compact Devices.

A103 Minimum Terms

This Agreement sets forth the minimum rates and working conditions under which Performers may be engaged in recorded production produced within the Scope of Agreement, which are produced in British Columbia, except as provided in Article A110 below. This Agreement represents minimum rates and working conditions. No person engaged in any category of performance within the scope of this Agreement shall be compensated at rates or fees less than those provided herein or subject to working conditions that are less favourable than the provisions of this Agreement.

A104 Agreement in Whole

This Agreement constitutes the entire agreement between the parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect to the Production produced pursuant hereto, and there are no warranties, representations or other agreements between the parties in connection with the subject matter hereof, except as specifically set forth herein. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the parties to be bound thereby.

A105 Rights of Producer

Except to the extent modified in this Agreement, all rights and prerogatives of management, administration and direction are retained by the Producer and may be exercised by the Producer as it, in its discretion, sees fit. Without limiting the generality of the foregoing, the Producer's rights shall include:

(a) the right to maintain efficiency, discipline and order, and to discipline and discharge Performers in accordance with this Agreement; and,

(b) the right to select and hire Performers and other personnel; the right to establish the methods and means of production, including determining the qualification of personnel, the hours and dates personnel are required, and the location and standards of performance; methods used to ensure security of the Producer's property; and generally the right to conduct its business the most effective way it sees fit, without interference.

All of these rights are exercised subject to the terms of this Agreement.

A106 Laws of British Columbia Apply

This Agreement is made and entered into in the Province of British Columbia and in all respects the laws of British Columbia will apply.

A107 The Union

For the purposes of this Agreement its appendices, forms, or other related material, the term "the Union" refers to the Union of B.C. Performers, which is the British Columbia Branch of the ACTRA, Suite 400 - 1155 West Pender Street, Vancouver, B.C. V6E 2P4.

A108 Enabling Provision

The Producers and the Union will continually monitor the effectiveness of this Agreement during its term in order to assure the work opportunities for the Performers and the competitive position of the Producers. The Union will review a request from the Producer(s) for any modifications in the terms and conditions of this Agreement intended to preserve work opportunities for Performers. The Union shall make reasonable efforts to respond to a request for modification within three business days of receipt of the request or any extension thereof by mutual agreement. The Executive Board of the Union is authorized to approve and implement such modifications as it deems necessary and in the best interests of the Parties. Any such modifications to this Agreement shall be by Letter of Understanding and may be for one Production, for a type of Production, for a specific area, or for a specific period of time. A copy of any Letter of Understanding will be provided to the Producer and the BC Branch of the CFTPA.

A109 Conflict With Laws

(a) If any federal or provincial law invalidates or supersedes any clause in this Agreement, the law shall prevail over the clause. However, the other provisions of this Agreement shall remain in full force and effect. If any clause is declared invalid, it is further agreed that the parties shall meet to negotiate in good faith a replacement clause which shall be valid and which shall replace the clause declared invalid.

(b) If the parties do not agree on a mutually satisfactory replacement clause within thirty (30) calendar days, then either party may immediately submit the dispute to regular arbitration.

A110 Territorial Jurisdiction and Application of this Agreement

The territorial jurisdiction of the Union includes and the provisions of this Agreement shall apply to the Province of British Columbia.

(a) The Union continues to be the Performer(s) exclusive bargaining agent and representative, notwithstanding that the Performer(s) is required to perform duties outside of the British Columbia. This Agreement applies to any Performer assigned by a Producer to perform services outside British Columbia, unless the Performer is covered by another collective agreement with another labour organization specific to that Production at that location.

(b) Before assigning a Performer to perform duties at a location outside of Canada, the Producer will sign a written individual contract with that person. The individual contract must specify the duration of assignment, rate of pay, working conditions, payment of expenses, accommodation arrangement, and it may include any other pertinent information or other terms and conditions of engagement no less favorable than those provided under this Agreement.

A111 Money Defined

All references to “dollars” or money rates of any kind in this Agreement, including its Appendices are in Canadian Dollars except as expressly provided otherwise hereunder.

A112 Consultation Committee to be Established Upon Request

(a) On the request of either Party a Consultation Committee shall be established and shall meet regularly during the term of this Agreement to discuss work-related issues that affect the Parties or any Performer covered by this Agreement.

(b) The Consultation Committee shall be comprised of an equal number of representatives of the Producer(s) and the Union.

A113 Titles

The insertion of titles at the beginning of an article or clause are for convenience only and will not be used to interpret, define, or limit, the scope, extent, or intent of this Collective Agreement.

ARTICLE A2 - EXCLUSIONS

A201 A Performer means a Member or permittee of the Union who is engaged under the terms of this Agreement, but specifically does not include:

(a) A member of the armed forces of Canada when appearing in any Program primarily for the purpose of displaying military ceremony or for the purpose of recruitment, education or information relating to the armed forces.

(b) Children under the age of sixteen (16) without professional status, appearing as themselves in a Program.

(c) A person performing as an instrumentalist, musician or conductor of a band, chorus or choir, who is within the jurisdiction of the American Federation of Musicians.

(d) A member of the public appearing incidentally as part of a public event or as a member of a studio audience, providing such person does not receive individual coaching or direction.

(e) A person or persons performing their regular employment duties or professional duties (other than Performers) at their regular place or places for performing such duties; or persons pursuing their normal activities in or about their place of abode, except where such person or persons are rehearsed or directed so as to provide individual characterization.

(f) A contestant participating in a quiz Program or program game, except where such contestant is rehearsed to develop an individual characterization.

A202 When a member of the Union is engaged in the above excluded categories, the rates and conditions of this Agreement shall apply.

ARTICLE A3 - PERFORMER DEFINITIONS

A301 **Actor** means a Performer engaged to speak nine (9) lines or less of dialogue.

A302 **Animation Performer** means a Performer engaged to voice a role or roles off-camera in an animated Production or Productions.

A303 **Announcer** means a Performer engaged to deliver continuity or a message other than a commercial.

A304 **Chorus Performer** means a Performer engaged to appear in a Program in any combination of two or more of the categories of Group Singer, or Actor.

A305 **Narrator or Commentator** means a Performer engaged to perform narrative material or commentary on- or off-camera.

A306 **Off-Camera Performer** means a Performer other than an off-camera Narrator or Commentator or an Animation Performer engaged to execute or interpret a role in a dramatic form of presentation off-camera.

A307 **Principal Actor** means a Performer engaged to speak ten (10) or more Line(s) of Dialogue.

A308 (a) **Singer** means a Performer engaged to sing either alone or with others.

(b) **Group Singer** means one of two (2) or more singers except duos.

A309 **Specialty Act** means any act either individual or a group, which is available except for camera rehearsals as a rehearsed entity ready for performance prior to an engagement.

A310 **Variety Principal** means a Performer engaged to appear in any combination of the categories Actor, Singer, Host.

A311 **Vocal or Dialogue Coach** means someone engaged to coach Performers either in vocal or script delivery techniques.

ARTICLE A4 - DEFINITION OF TERMS

A401 **Above Minimum Fee** is the fee or fees which a Performer has contracted at rates in excess of the minimum fees and terms provided in this Agreement. The negotiation of a performance fee or fees at above minimum fees may or may not apply to overtime fees, other work fees, residual and prepaid use fees, penalty provisions, and any other additional or supplementary fees, depending on what is stipulated in the individual contract between the Performer and the Producer.

A402 **ADR** means Additional Dialogue Recording. (See Post Synchronization.)

A403 **Agreement** means this Agreement, all the Appendices attached to this Agreement, any signed Letter(s) of Modification and all individual contracts of engagement.

A404 **Audition** means the visual and/or oral auditioning with or without cameras of a Performer or a group of Performers for the purpose of determining his, her or their value or suitability for a specified performance.

A405 **Availability Inquiry** means an approach to a Performer regarding his/her interest and/or availability for an engagement.

A406 **Billboard** means an off-camera qualifying message on behalf of an advertiser that contains descriptive selling words or phrases qualifying the actual mention of the advertiser's name, product, services or outlets and occurs either at the opening or closing of a Program.

A407 **Booking** means notification to a Performer and acceptance by him/her of an engagement on a definite or approximate date or dates. This booking creates the obligation upon the Producer to engage the Performer, and the obligation upon the Performer to carry out the engagement.

A408 **Bumper** means a short non-commercial announcement, no longer than thirty (30) seconds, in the nature of "we'll be right back."

A409 **Cable Television** means the exhibition of a Production on television by means of cable, satellite, master antenna, or any combination thereof, where the signal embodying the Production is packaged with other signals or programming services for which a single fee is charged for all or some of such signals or services. Cable Television use includes “basic cable” channels and “specialty” channels but does not include Network Television, Syndicated Television, or Pay Television, even where the pay television option is only available to cable subscribers. Pay television and pay-per-view television are uses in addition to Cable Television or Basic Cable.

A410 **Call or Call Time** means the place and hour of commencement of work for a Performer.

A411 **Compact Device** use means the distribution of a Production by manufacturing and selling or renting copies of a Production on tape, disc, cassette**,** laser disc, CD-Rom or any other similar format intended primarily for private, in-home exhibition.

A412 **Contracted Fee** means the fee for services contracted and the guaranteed work time specified in the contract of the individual Performer.

A413 **Copyright Holder** means the individual company, corporation or organization in whom all original rights to exhibit, sell, lease, rent, reproduce, or otherwise dispose of a Program or Series of programs are vested, including ownership of the original tapes or films and sound tracks.

A414 **Distant Location** means a location on which the Performer is required to remain away and be lodged overnight.

A415 **Documentary Program** means an information Program that is not designed to be purely entertainment and which may include drama or variety techniques in achieving its information goal.

A416 **Domestic Run** means the release of a Program, either simultaneously or not, once in any or all cities or areas in Canada served by television stations. (N.B. A release on an English and French station in the same city or area does not constitute a re-run.)

A417 **Dubbing** means the voice performance by a Performer off-camera to replace the on-camera performance of another Performer in an existing Program originally produced and exhibited in a language other than North American English, or from English or a foreign language to another foreign language.

A418 **Educational Television** means curriculum-based Production not subject to resale or barter by a public, private, or educational broadcaster. In the event of such sale or barter, the use shall be considered syndicated television.

A419 **Engagement** and employment are used interchangeably for the purposes of this Agreement.

A420 **Episode** means one Program, complete in itself but forming part of a Series.

A421 **Free Television** means exhibition defined as Network and/or Syndicated Television.

A422 **Gross Fee** means total compensation paid to a Performer during production exclusive of monies paid by a Producer for expenses, such as per diem allowances or travel costs as agreed.

A423 **Industrial Program** means a Program which is not less than three (3) minutes in length and which is produced to promote directly or indirectly the image of an organization or to promote the use of its products or services, or to offer training in the use of its products or services, or to provide education or instruction, but is not intended for broadcast on television.

A424 **Interstitial** means filler material which in itself does not constitute a Program and which is produced (excluding commercials, Billboards and Public Service Announcements) for the purpose of filling short periods of time between main items of programming on Pay or Cable Television.

A425 **Line of Dialogue** means a line of script of ten (10) words or less including directed but unscripted dialogue. Part of a line is considered a line (e.g. a block of 11 - 19 words is two (2) lines, not 1.1 - 1.9 lines). A character's line count is the line count in the script, not the total number of words divided by ten. A scripted or directed vocalization (e.g. a grunt or scream) constitutes a word under this definition.

A426 **Lip Synchronization** means the voice synchronization by a Performer off-camera to match the on-camera performance of another Performer or the voice synchronization by a Performer off-camera to match recorded animation.

A427 **Mini Series** means a single Program (i.e. a Single Unit) of predetermined length intended for broadcast in segments which Program has a single essential storyline beginning in the first segment and concluding in the last.

A428 **Nearby Location** means a location outside of the studio zone on which Performers are not lodged overnight but return to the studio at the end of the work day.

A429 **Net Fee** means the total compensation paid to a Performer during the production of a Program, excluding: 1) reading sessions; 2) cancellations; 3) postponements; 4) talent audition fees; 5) late payment penalties; 6) monies paid by a Producer for expenses such as per diem allowances or travel costs as agreed; 7) compensation paid to a Performer for time spent solely in travel on such day(s) when the Performer is not required to participate in any other activity in connection with the Production on such travel day(s); 8) holdover calls on an overnight location on normal production down days (see A1701).

Preproduction Rehearsal fees shall be considered as part of the Net Fee to the following extent: for each day of recorded performance, two full days of Preproduction Rehearsal worked shall be included in the Net Fee.

A430 **Network Television** means exhibition of a Production on television, broadcast by UHF or VHF. In Canada, "Network" shall mean CBC, CTV, Global, and any other entity so designated by the CRTC. In the United States it shall mean ABC, CBS, NBC, and Fox, and any other entity so designated by the FCC. In other

countries, "network" shall be defined as a station, telecast channel, or group of stations which are connected so as to provide nation-wide market penetration by a single entity or through simultaneous transmission of a Program or Programs.

A431 **Non-Theatrical** means the distribution in all formats in all media save for Theatrical, Network Television, Syndicated Television, Pay Television, Cable Television, and Compact Devices, except uses contemplated in Article C511 of this Agreement.

A432 **Pay-Television** means the exhibition of Programs on a television receiver by a Pay-Television network operator or single station distributed by means of broadcast, cable, closed circuit, Direct Broadcast Satellite (DBS) or any other form of distribution whether in conventional, scrambled, encoded or otherwise altered form where there is a requirement that the audience shall make a payment to receive such Program. Such payment may be in the form of (i) a separate amount for each Program or portion thereof, or (ii) a payment to receive a dedicated Pay-Television channel which payment is made either in addition to the regular or basic Cable TV subscription fee, or to the proprietor of a free standing microwave distribution system, or a satellite master antenna television distribution system (SMATV) which distributes the said channel. Exhibition in theatres or comparable places is theatrical exhibition and shall not be considered Pay-Television.

A433 **Pick-Up Lines** are existing, revised, or new Line(s) of Dialogue for previously recorded Programs.

A434 **Pilot Program** means a Program which is produced as one of a projected Series to enable the Producer to determine whether the Producer will produce the Series at a later date.

A435 **Post-Synchronization** or ADR means the voice synchronization by a Performer of his/her voice to his/her own character's on-camera performance.

A436 **Preproduction Rehearsal and Reading Session**

(a) **Preproduction Rehearsal**

Prior to commencement of production, Performers may be called for Rehearsal. Subject to the agreement of the Performers concerned, there may be temporary preservation of Rehearsal performance. Use of such preserved performance is prohibited. Further, the recording shall be discarded when it has served its assessment function. Performers shall be compensated for time spent in Rehearsal at the Performers' contracted hourly rate with a minimum four (4) hour call.

(b) **Reading Session**

When Performers are required to attend with other cast members a script reading session for the benefit of the writer and/or director, the Performers shall be compensated for time spent in a reading session at the Performers' contracted hourly rate with a minimum call of four (4) hours.

A437 **Producer** means the individual, company, corporation or organization which controls, administers, directs and is responsible for the production of any Program, whether or not s/he or it is or will be the Copyright Holder of the finished Program. This Agreement will be binding upon and enure to the benefit of the parties and their respective heirs, executors, administrators, receivers, successors, and assigns.

A438 **Production/Program** means any audio/visual work embodying the services and results of Performers whether this work is fixed on film, tape, or otherwise and includes, but is not limited to each Episode of a Series, a Pilot, etc., regardless of the method of delivery.

A439 **Promos** or Promotions are announcements made for the purpose of promoting a Program and/or Broadcaster within the Scope of this Agreement. An example of such a Promos is "Don't forget to watch *"Production title"* Saturday at 8:00 pm.".

A440 **Public Service Announcement** means a short recorded announcement for which the showing or broadcast time is donated by the exhibitor or broadcaster.

A441 **Role** means the part to be portrayed by a Performer as an individual characterization.

A442 **Series** means Episodes produced as a group to be presented in a regular pattern over an entire broadcast season.

(a) **Episodic Series** means a sequence of Programs each complete in itself but held together by the same title or identifying device common to all the Programs in the sequence, plus a character or characters common to many or all of the Programs in the Series.
(b) **Serial** means a series of Programs in which the same characters carry on a continuing narrative.
(c) **Anthology Series** means a Series or sequence of Programs each of which contains a separate complete story or other complete program entity, without a character or characters common to each of the Episodes but held together by the same title, trade name or mark or identifying device or personality common to all the Programs in the series. A continuing Host shall not be considered a character common to each of the Programs in the series.

A443 Session/ Recording Session
A Session in this Agreement means a work day with a minimum call.

A444 **Single Unit** means a Program intended for broadcast as a single show, broadcast or Program, and not as a part of an Anthology Series, Episodic Series, or Serial.

A445 **Substantial Snack** means a selection of food items to make sandwiches, as well as a selection of hot and cold beverages. During the winter, at least one food item shall be hot or warm.

A446 **Syndicated Television** means exhibition on television, broadcast by UHF or VHF, other than Network Television.

A447 **Use Fees** includes residuals, prepayment of residuals, royalty payments, and other payments made as a result of sale, trade, rental, distribution, or other exploitation of a Program, an audio or visual segment of a Program, or its characters, and includes all payments or fees contemplated by Section C of this Agreement.

A448 **Uses** shall mean the use of a Production on:
(a) Free Television:
  (i) Network Television
  (ii) Syndicated Television
(b) Cable Television
(c) Pay Television
(d) Theatrical
(e) Non-Theatrical
(f) Compact Devices

A449 **Variety Program** means a Program that consists of songs, music, sketches, vignettes, blackouts and similar material, ordinarily as a mixture of some or all of such elements.

A450 Voice
A voice constitutes a distinct performance of dialogue or vocal effect, and is distinguished from Walla.

A451 **Walla** is defined as crowd, background, or ambient noise / sounds provided by two (2) or more Performers.

ARTICLE A5 - OBLIGATIONS OF PRODUCER

A501 Anti-Union Discrimination Prohibited
The Producer shall not discriminate against or intimidate any Performer for reasons of membership in the Union or for Union activity outside working hours or for the exercise of rights in this Agreement or in legislation.

A502 Production Staff
The Producer shall not utilize persons (except Union Members) employed as one of the Producer's casting or production staff as Performers in any Productions on which they also render other services without express consent of the Union. However, the Union will not unreasonably withhold a waiver to accommodate the unforeseeable or legitimate production necessities of the Producer.

A503 Preference of Engagement

The Producer shall give preference of engagement to members of the Union.

A504 Policy of Equal Opportunities

(a) The Producer will not discriminate against any Performer because of age, race, sex, creed, colour, or national origin. In accordance with this policy the Producer will make every effort to cast Performers belonging to all groups in all types of roles, so that the composition of Canadian society may be portrayed realistically. The Performer agrees that s/he will not discriminate against any Producer or fellow Performer or refuse to work for any Producer or with any Performer because of age, race, sex, creed, colour or national origin.

(b) All roles in a Production shall be open to all Performers regardless of age, sex, race, creed or national origin, except those roles which may be restricted because of specific requirements. In initiating casting sessions, the Producer shall indicate, as known, those roles which are so restricted.

A505 All Performers to be Members or Permittees

The Producer shall not require a Performer to work in any Production with anyone who is not either a member or the holder of a work permit issued by the Union. However, a Performer may participate in any Production with persons covered by the exclusions of this Agreement (See Article A201).

A506 Risk of Artistic Competence

The Producer assumes the risk of artistic competence of a Performer.

A507 Production Information

The Producer shall make best efforts to submit to the Union office at least 72 hours prior to the first day of recording, but in any event no later than the first day of recording, the following information when known, on the form reproduced in Appendix "C":

(a) Name of Producer
(b) Title of Production
(c) Production dates and location
(d) Cast list of Performers
(e) Persons or groups for whom work permits are required
(f) Name of production liaison [see A515(b)]
(g) Names of all children engaged

A508 No Casting Fee Permitted

No person, firm, or corporation engaged or subcontracted by the Producer to cast, hire, employ, or otherwise engage Performers may be engaged by a Producer if the effect is to avoid the requirements of this Agreement. In particular, an agency, person, firm, or corporation hired or otherwise engaged by the Producer, whether for compensation or gratuitously, to contract a Performer or a group of Performers may not charge a fee to the Performer(s) if the effect of this fee would be to compensate the Performer(s) at rates or conditions below the minimums of this Agreement.

A509 Right to Negotiate Above Minimum Terms

The Producer shall not restrict the right of the Performer to negotiate terms (including rates or fees) and conditions in excess of the minimum provisions of this Agreement. Oral and/or written notices, advising that the Producer is offering minimum fees only, may not be issued.

A510 Protection of the Collective Agreement

Performers engaged at terms or conditions in excess of the minimum provisions of this Agreement shall be entitled to exercise all the benefits and protection of the provisions of this Agreement.

A511 Assignment of Fees

All payments shall be made directly to the Performer unless written authorization has been received by the Producer from such Performer authorizing payment to another party. Payment will also be made to another party in the event of a court order.

A512 Access to Studio or Location

The Producer shall allow a Union representative access to recording studio locations to verify compliance with the terms of this Agreement.

A513 Administration Fee

The Producer shall assist in defraying the cost of administering the terms of this Agreement by paying an administration fee to the Union.

(a) If the Producer is a member in good standing of the BC Producer's Branch of the Canadian Film and Television Production Association (BCCFTPA) (which membership in good standing the Association shall confirm by written notice):
   (i) the administration fee payable to the Union shall be one and one half percent (1.5%) of the Gross Fees paid to all Performers engaged for the production of a Program: and
   (ii) an additional one half percent (0.5%) of the Gross Fees paid to all Performers engaged for the production of a Program shall be remitted directly to the BCCFTPA.

(b) If the Producer is not a member in good standing of the BCCFTPA:
   (i) the administration fee payable to the Union shall be three percent (3%) of the Gross Fees paid to all Performers engaged for the production of a Program; and
   (ii) an additional one percent (1%) of the Gross Fees paid to all Performers engaged for the production of a Program shall be remitted directly to the BCCFTPA.

A514 Subcontractor

The Producer shall require any "subcontractor" which he/she/it engages to carry out any of the functions required to make or exploit a Production in British Columbia and Yukon to apply rates which are not less than the rates set forth in this Agreement and to adhere to all the other terms and conditions of this Agreement. This requirement shall be a condition of engagement of such a subcontractor, and the Producer shall be liable in the event of a breach by this person, firm, or corporation.

A515 Production Records

(a) The Producer shall maintain adequate records with respect to Performers. Such records shall include the following:
   (i) Name of Performer or Performers engaged and categories of performance.
   (ii) Date or dates of services rendered by a Performer or Performers.
   (iii) Amount paid for such services.
   (iv) The hours worked.
   (v) The name and number of the Program or Episode in a Series of Programs (where applicable).
   (vi) The date of the first use in each medium when known.
   (vii) Any re-use of a Program, by providing dates and nature of re-use and payments made to the Performers concerned.
   (viii) Daily call sheets (if such call sheets are not available, such information as normally included in the call sheet(s) will be supplied to the Union or its designated representative).
   (ix) A copy of the script and all script changes.
   (x) Updates of the recording schedule.
   (xi) Casting notices.

(b) The Producer shall advise the Union of the name of the person having responsibility for production liaison with Performers engaged for a Program. The production liaison shall attempt to redress Performer complaints and shall work with the Union Steward to resolve disputes.

(c) Where requested by the Union the Producer shall furnish the Union with a copy of such information relating to any designated Performer in a Production concerning any or all of the aforementioned matters. To facilitate the maintenance of such information, the Producer shall be supplied with "Performers Time Report" forms by the Union as reproduced in Appendix "D", and shall ensure that such forms shall be available to the Performers at the location of work.

A516 Performance Bond

(a) The Union is entitled to require a Producer to post with the Union, no sooner that thirty (30) days prior to the commencement of work by Performers, a performance bond in the amount of $10,000 or such amount sufficient to cover:
   (i) two (2) weeks Performer payroll (to be based upon the production schedule provided by the Producer); and
   (ii) the insurance and retirement payments.

(b) The performance bond shall take the form of a cash deposit to be held in trust by the Union in an interest-bearing account, and all accrued interest shall be the property of the Producer. At the Producer's election, the performance bond may take the form of one or more irrevocable letters of

credit in the favour of the Union, drawn on a Canadian chartered bank. The face of the letter of credit shall specify that:

(i) The Union shall be entitled, upon written notice to the Producer, to draw down on the letter of credit. The notice shall stipulate the amount claimed and that such amount is due to the Union as a result of default by the Producer of its payment obligations as specified in the Agreement. Partial drawings by the Union shall be permitted;

(ii) The said letter of credit shall have a term commencing not sooner than thirty (30) days prior to the commencement of work by the Performers and terminating at a mutually-agreed date after the completion of principal photography;

(iii) In the event of a dispute involving outstanding payments due under the Agreement, the Producer agrees to re-issue a letter of credit or to post a cash bond in an amount equal to those amounts in dispute for as long as those amounts remain in dispute.

(iv) When a bona fide dispute arises, all remedies and recourse provided by this Agreement shall be exhausted, or an Arbitrator shall rule in favour of the performer or writer prior to any disbursement from the letter of credit.

(c) The provisions of A516(b)(i),(iii),and (iv) above shall apply equally to a cash bond.

(d) Notwithstanding any provisions in this Agreement or any individual contract signed by a Performer, the Producer agrees that no Performer shall be required to start work prior to the signing of this Agreement and receipt by the Union of the agreed upon performance bond to guarantee wages and other monies due and payable.

(e) The performance bond shall be released and/or returned to the Producer upon completion of its obligations hereunder, and the settlement of any outstanding complaints, disagreements or differences of opinion.

A517 Producer to Sign Performer Time Record

When a Performer and a Producer's representative sign the timesheet, the representative of the Producer shall, if presented with it at the same time, sign the Performer's personal time record (i.e. diary). Timesheets are to be in carbon sets, filled out in ink, with one of the copies to be sent to the Union.

A518 Notification of Injury

The Producer shall advise the Union at the earliest opportunity of any injury to a Performer on set or on location.

ARTICLE A6 - OBLIGATIONS OF THE UNION AND PERFORMERS

A601 Professional Conduct

The Union undertakes to require and maintain professional conduct from Performers engaged to perform under the provisions of this Agreement. In the event that unprofessional conduct of one or more Union members engaged under the provisions of this Agreement jeopardizes the day's production, the member or members, subject to the Grievance Procedure, may be found to be in breach of this Agreement and may be directed by a duly-appointed Arbitrator to provide compensation.

A602 Performers to Report

Performers shall report to the Producer or his/her designate before leaving the studio or location following the completion of scheduled work. The Performer's workday ends after the completion of the Session, unless asked to remain beyond that time by the Producer or his/her designate. The Performer shall sign a Performers Time Report as provided in A515 and shall ensure that a representative of the Producer also signs the same record. In the event of a dispute, the Performer shall report such dispute to a Union steward or the Union office. Should the Producer require the services of the Performer for a further period of time, the Performer shall accept such further engagement, provided it does not conflict with some previously arranged engagement.

A603 The Union to Appoint Steward

The Union may, as the occasion demands, appoint an in-cast steward or designate an employee or other Union representative to undertake stewarding functions. Such steward(s) shall carry out duties as required by the Union, including:

(a) Verify that all Performers are qualified to work by membership in the Union or a work permit issued by the Union.

(b) Receive and, where possible, adjust complaints and grievances of Performers.
(c) Generally enforce and administer the provisions of this Agreement at the studio or on-location.
(d) Ensure that the Performers Time Report (referred to in A515 and A602) is maintained for Performers.
(e) Familiarize him/herself with the terms of this Agreement.

A604 Performer Responsibilities

A Performer shall at all times report to the recording studio ready to work at the time of his/her call. The Performer is required to be familiar with his/her lines when scripts are available at least 24 hours prior to the production date. Performers will at all times comply with the reasonable requests and instructions of the Producer or his/her representative. The Performer will be reasonably familiar with the terms of this Agreement. It is the responsibility of the Performer to identify to the Union Steward any perceived breach of this Agreement whenever such breach is considered to occur in order that the Union Steward may give the Producer the opportunity to remedy such perceived breach at the earliest opportunity in the spirit of this Agreement.

A605 Picket Lines

The Producer and the Union agree that no Performer shall be disciplined in any manner nor have his/her contract terminated for refusing to cross a picket line at the Producer's place of business and/or shooting location.

A606 Performer to Advise Producer of Inability to Work

The Performer must advise the Producer at the earliest opportunity of any injury and or any inability to fulfill contracted obligations.

A607 Union Dues

(a) For the purpose of paying a Performer's union dues, the Producer shall deduct from each Performer who is a member in good standing of the Union the amount of regular dues then in force and effect by the Union and subject to change pursuant to the Union's constitution or by-laws. In the absence of notice to the contrary by the Union, the Producer shall deduct an amount equal to two percent (2%) of the Gross Fees (inclusive of Use fees) paid to such Performer.
(b) This money shall be payable by cheque to the Union at the same time and for the same period covered by the production payroll.
(c) The Producer shall state the name and membership number of each Performer from whom the dues deduction has been made, and shall remit this to the Union with the payment.

A608 Prohibition of Still Photographs on Set

The Performer may not take, or cause to be taken, still pictures on the set or location, without the full knowledge and prior consent of the Producer.

ARTICLE A7 - QUALIFICATION OF PERFORMERS

A701 Work Permits

In accordance with A503, Preference of Engagement shall be given to Union members. However, after making reasonable efforts to comply and having established that a person who is not a member in good standing of the Union is required in a Production, then the following procedure will apply for the issuing of work permits:

(a) For Principal Performers who are Canadian citizens, the Producer shall deduct and remit to the Union a work permit fee of $125.00 for each week of production on any Program for which the Performer is engaged.
(b) For other Performers who are Canadian citizens, the Producer shall deduct and remit to the Union a work permit fee of $100.00 for each week of production on any Program for which the Performer is engaged.
(c) Subject to the other provisions of this Article, when a work permit is issued to a Performer who is not a Canadian citizen and not a member of the Union, the fee for such work permit shall be $250.00 for each week of production for which the non-Canadian Performer is engaged.
(d) For Performers who are Canadian citizens engaged under the terms of Section D – Dubbing, the Producer shall deduct and remit to the Union a work permit fee of $100 for each week of production

on any Program for which the Performer is engaged. Performers who are not Canadian citizens and not a member of the Union are subject to the same work permit fees as in Article A701(c).

Note: For the purposes of clarification, a "week" as used in A701(a), (b), (c) and (d) is understood to be seven (7) consecutive days, commencing from the Performer's first contracted day.

A702 Reciprocal Agreements

The contracting of members of other performers unions shall be governed by any Reciprocal Agreements between the Union and the other organization.

A703 Engagement of Non-Canadians

(a) In order to maintain a permanent Canadian film and television production industry capable of producing high quality Canadian Productions for the use of audiences in Canada and elsewhere, the Producer agrees that the progressive development of a pool of Canadian talent of all kinds should be encouraged.

(b) The Producer agrees that Canadian Performers should be given the opportunity to play leading and challenging roles in all areas of film and television production.

(c) Notwithstanding the provisions of A704 and A705, this Article may not apply, at the absolute discretion of the Union, in the instance of an "on-location production" which is being undertaken in Canada by a non-resident production company. However, the Producer agrees that all other terms and conditions of this Agreement shall apply in all respects to such "on-location production".

A704 Feature Production

(a) The following procedures shall govern the issuance of work permits for non-Canadian Performers in Feature Production:

(i) One (1) non-Canadian may be engaged for a feature production, and

(ii) a second (2nd) non-Canadian may be engaged only if a Canadian Performer receives billing that is not less than the second (2nd) most prominent cast billing, and such Canadian Performer is one of the two highest paid Performers in the cast.

(b) For the purposes of A704: "Feature Production" means a Production (excluding a Variety Production) the length of which is seventy-five (75) minutes or more; and

(c) "Canadian Performer" means a Performer who is either a citizen of Canada or a permanent resident of Canada.

(d) Notwithstanding the provisions of A704, the Union recognizes that it may be necessary in certain Feature Productions for the Producer to allocate billing to one Performer and compensation to a different Performer. In such circumstances, the Producer may make application to the Union for consideration of such requirements. The application shall include the script, proposed roles, billing and compensation for the Canadian Performers named in the application and such other documentation as may reasonably be required by the Union. All required documentation and oral submissions, if any, from the applicant shall be considered confidential communications. The decision of the Union or their designate shall be made and communicated to the applicant as promptly as possible in the circumstances.

(e) Additional work permits may be issued for Performers in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.

(f) In the event the production of a Program requires one or more roles for which an unusual physical skill or physical attribute is necessary and such requirement cannot be filled by the application of the above provisions, application may be made to the Union for additional work permit(s). It is understood that such an application shall not be considered if the Producer has not made reasonable efforts to comply with A704.

A705 Television Programs

With respect to a television Program or Series, the Production shall be governed by the following provisions with respect to the engagement of non-Canadian Performers:

(a) **Variety Special or Series.** The total number of permits issued to non-Canadian talent shall not exceed fifty-percent (50%) of the contracted Principal Performers, Variety Principals, or Specialty Acts. Non-Canadian Performers shall not be engaged in any other performance category.

(b) **Single Drama Program** (other than a Feature Production). The total number of work permits shall not exceed fifty percent (50%) of the Principal Performers to a maximum of two (2) per Program. Non-Canadian Performers shall not be engaged in any other Performance category in the Program.

(c) **Drama Series.** For continuing roles in a drama Series, the number of permits issued to non-Canadian talent shall not exceed one (1) in four (4) of the total number of Principal Performers contracted for the Series. With regard to "special guest stars", the Series total of non-Canadian talent engaged shall not exceed fifty percent (50%) of the total number of "special guest stars" contracted.

(d) The foregoing limitations on the engagement of non-Canadian Performers in television Programs and Series may be modified by the Union in the case of a Program or Series which is a co-production with a non-Canadian Producer(s) (who or which is contributing at least one-third (1/3) of the gross production budget), and in which co-production it is established that non-Canadian Performers are a condition of such co-production, but work permits must still be purchased for non-Canadian or non-member Performers appearing in this co-production.

(e) Additional work permits may be issued to Performers in television Programs or Series in a work category other than Principal Actor where the Performer's engagement is entirely outside Canada. The Union agrees that such work permits shall not be unreasonably withheld.

A706 Private Financing

In the event that an entirely privately financed Production is to be produced in Canada, the foregoing provisions of A704 and A705 may be modified by the Union, at its absolute discretion. In such instances, the Producer shall be required to provide the Union prior to commencement of Production with information and supporting documentary evidence which establish that:

(a) the Producer has not and will not apply for certification of such Production for Canadian Capital Cost Allowance under the Income Tax Act;

(b) neither Telefilm Canada nor the B.C. Film Fund, nor their successor organizations, has any financial participation in the Production;

(c) no Crown agency or corporation and no public institution has participated in the Production either in the form of a financial participation or by the provision of production facilities or personnel.

In addition, the Producer will be specifically required to provide the Union with a written undertaking that the Producer or any agent or representative of the Producer shall not at any time apply for certification under the Capital Cost Allowance provisions of the Income Tax Act or any such Tax relief which may be applicable at the time. A copy of such written undertaking shall be filed with the Certification Office of the appropriate department of the Federal or Provincial government.

A707 Preference to Canadian Performers

Finally, the Producer agrees to undertake best efforts to engage Canadian Performers in all roles in the Production. "Best efforts" shall be interpreted to mean that Union members and Canadian Performers shall be auditioned in good faith prior to the engagement of non-resident Performers. If a distributor demands the engagement of a particular foreign "star" Performer or lead or ethnic requirements make it extremely difficult to cast a Canadian in the role, the provisions of this Article may be modified by the Union.

A708 Non-Canadian Contracts

All contracts for non-Canadian Performers shall be filed with the Union office prior to the start of production. For the purposes of determining the Gross Fees upon which administration fees for non-resident Performers as per Article A513(a) and (b) are payable, the minimum fees [inclusive of overtime and Use Fees] in this Agreement shall apply if the non-Canadian Performer is contracted under the provisions of another collective agreement. Otherwise the Performer's actual Gross Fees will be used as the basis of payment.

ARTICLE A8 - CONDITIONS OF ENGAGEMENT

A801 Booking

Upon Booking, Performers shall be given specific notice of the acting role, date(s), time and place of production and a work schedule. The Booking shall be confirmed in writing by means of a completed contract which shall specify all terms of the agreement including, but not limited to definite date(s) and fee(s). Such confirmation shall be made within five (5) days of the booking whenever possible.

A802 Requirement to Execute Contract

The Producer shall not require Performers to commence work on a Program prior to such Performers having executed a contract with the Producer. The Producer shall not submit a contract to a Performer without having first applied the Producer's signature.

A803 Requirement to Provide Contract

The Producer will endeavour to provide the Performer, or the Performer's representative with a contract at least forty-eight (48) hours prior to the commencement of work, but in any event no later than the commencement of work. The signature of the Producer or his/her designate shall be affixed to the contract form provided to the Performer. Where exceptional circumstances dictate, the Producer may apply to the Union office for relief from the provisions of this Article, such relief not to be unreasonably withheld. The Performer shall return a fully executed copy of the contract to the Producer the earlier of forty-eight (48) hours of receipt or commencement of rendering of services. The Producer shall file a copy of each contract with the Union office. The Union undertakes to maintain such information confidential and shall not allow anyone who is not a full-time employee of the Union or a party to the contract access to same without prior written consent of the Producer.

A804 Standard Contract Forms

Performer's written contracts are provided in Appendix "E" of this Agreement, and shall be executed in full with no alterations, or deletions. The Performer and the Producer shall each retain an original of such contract. The Producer shall file a copy of each such contract with the Union office. This standard contract shall be deemed to be part of this Agreement and form part of it. Any provision of a rider or other agreement between a Producer and a Performer which violates an express term of this Agreement shall be null and void.

A805 Series Options

A Performer may grant an option for his/her services for not more than six additional years' engagement, provided that the following criteria are met:

(a) where the number of seasons optioned is three (3) or less, the Performer, at the time of granting the option, is entitled to receive a fee of not less than one hundred and fifty per cent (150%) of the applicable minimum fees; or,

(b) where the number of seasons optioned exceeds three (3), the Performer, at the time of granting the option is entitled to receive a fee of not less than two hundred percent (200%) of the applicable minimum fees; and,

(c) the contracted fee payable for each successive seasons optioned is at least one hundred and fifteen per cent (115%) of the previous season's contracted fee; and

(d) the option for each successive season specifies that the Performer is guaranteed to appear in at least two-thirds of the Episodes produced in each season of the option period; and

(e) the option specifies the particulars of the guarantee and the period of production of the Series; and

(f) the option provides the time limits within which the Producer may exercise each option, and the degree of exclusivity of the option i.e. whether the Performer must be available at certain times or whether the Producer has a first priority call on the Performer's services; and,

(g) the option provides that either party may require a mediation meeting at the time the option is exercised. The meeting shall be convened between the Performer and the individual identified by the production entity as the Producer. The Performer and the Producer may mutually agree on a third party to act as mediator. Any cost of such third party mediation shall be borne by the party requesting mediation. The parties shall not be entitled to be represented or accompanied, except where the Performer is a child, he/she may be accompanied by a parent or guardian. The parties shall be entitled to air any difficulties or problems they experience with regard to the Performer's contract or the Performer's role in the Production, so they may cooperate in resolving or clearing such difficulties or problems. Mediation meetings may not be requested more than once a year. Contracts may only be amended upon written consent of both parties.

For purpose of this article, a season is defined as maximum of twenty-six Episodes recorded over no more than a 6 month period.

ARTICLE A9 - INDEMNITY

A901 Producer to Indemnify

The Producer shall indemnify the Performer against all legal costs and any judgment arising out of a performance based upon a script supplied to him/her by the Producer and performed by the Performer as directed by the Producer, provided the Performer cooperates with the Producer in both notifying the Producer of any threatened action and of the commencement of any proceedings, and in the defence of any action; and further provided that the Performer makes no admission of liability without the prior authority of the Producer.

ARTICLE A10 - NO STRIKE AND UNFAIR DECLARATION

A1001 No Strike Except When Producer Declared Unfair

During the life of this Agreement, the Union undertakes to not call or direct a work stoppage against the Producer, except where the Producer has been declared unfair. The Producer will not effect, engage in, or permit a lockout of Performers during the term of this Agreement.

A1002 Unfair Producer Defined

In the event of a fundamental breach of this Agreement such as, but not limited to, the Producer's inability to meet his/her payroll, the Producer may be declared unfair by the Union upon ten (10) days' notice. The notice shall briefly state the facts upon which the declaration is based and shall be distributed to the B.C. and Yukon Council of Film Unions and to any public funding bodies involved in the Production. Should the Producer give notice, prior to the expiry of the ten (10) days' notice period, of his/her intention to cure immediately the circumstances giving rise to the declaration, the declaration will be stayed.

A1003 No Requirement to Work for Unfair Producer

Performers shall not be required to work for a Producer declared unfair by the Union.

ARTICLE A11 - GRIEVANCE PROCEDURES AND RESOLUTION

A1101 Statement of Policy

The Union and the Producer recognize the desirability of exerting an earnest effort to settle grievances at the earliest possible time consistent with the provisions of this Article. The Union shall make a careful and thorough investigation of a Performer's complaint before submitting it under the grievance procedure in order to ascertain whether, in its opinion, the complaint is reasonably justified under the terms of this Agreement and that there is reasonable ground to believe that the claim is true in fact. No Performer shall be discriminated against for reasonably making a complaint or filing a grievance asserting a violation of this Agreement. There shall be no slowdown, disruption or stoppage of work including strikes or lock-outs.

A1102 Grievance Defined

All complaints, discipline, disputes, or questions of the Producer or the Union, as to the interpretation, application, or performance of this Agreement (excluding jurisdictional disputes) or any deal memo, including any question about whether a matter is arbitrable, shall be settled between the Producer and the duly authorized representative of the Union. Any party to the grievance may participate in grievance meetings.

A1103 Scope of a Grievance

(a) The parties agree that grievances may arise concerning differences between them respecting the application, administration, interpretation or an alleged violation of this Agreement, or any deal memorandum or other form of contract of engagement within the scope of the Agreement, including a question about whether or not a matter is subject to arbitration.

(b) The procedure for resolving a grievance shall be the Grievance Procedure in this Article. All discussions between the parties during the grievance procedure are without prejudice and inadmissible in any subsequent arbitration hearing.

A1104 Settlement "at the scene"

(a) A complaint of a minor nature may be settled at the time of its occurrence by the Union Steward and the authorized representative of the Producer. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.

(b) In the event that the complaint is not resolved in the manner described, above, either party to the complaint may initiate a grievance.

A1105 Step 1 of the Grievance Procedure

In the first step of the Grievance Procedure, every effort to settle the dispute shall be made by the grieving Performer and his/her supervisor within ten (10) calendar days of the occurrence of the event(s) upon which the grievance is based; or within ten (10) calendar days after the facts underlying the grievance became known or should have reasonably become known by the grieving party. The grieving Performer has the right to be accompanied by a steward or any other authorized Union representative. Any dispute settlement

reached at this meeting shall be binding upon the Performer and/or the Producer, so long as a steward or union representative participated in reaching the settlement. No dispute settlements at this level shall have the weight of precedent unless the parties have reviewed and ratified it, in writing.

A1106 Step 2 of the Grievance Procedure

To be valid, grievances must be filed within thirty (30) calendar days of the occurrence of the event(s) upon which the grievance is based; or within thirty (30) calendar days after the facts underlying the grievance became known or should have reasonably become known by the aggrieved party. A grievance is filed by delivering to the other party a written statement of grievance which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the grievor, and the relief sought. If either the Producer or the Union fail to agree to meet within fourteen (14) calendar days after the receipt of the statement of grievance, or they do meet and fail to resolve the grievance, then either Party may proceed to final and binding arbitration pursuant to Article 1107. In the event that the Union attempts to deliver a grievance to a Producer at the address last provided by such Producer to the Union and the Producer is no longer at that address, the grievance will be considered filed for purposes of this provision. However, no default shall be entered against such Producer and the aforementioned fourteen (14) calendar day period will not commence until the grievance is in fact received by the Producer.

A1107 Arbitration Procedure

If the grievance procedure fails to resolve the grievance, either party to this Agreement may proceed to final and binding arbitration by delivering to the other party a written demand for arbitration which shall set forth in detail the basis of the dispute, the contractual provisions alleged to be violated, the material facts, the position of the claimant, and the relief sought. Such demand must be served not later than thirty (30) days after the filing of the grievance or the grievance will be waived, unless the parties mutually agree to extend the time limits. Within fourteen (14) calendar days following service of the demand for arbitration, or within such additional time as the parties mutually agree upon in writing, the parties will attempt to mutually agree upon an Arbitrator selected from the following list of Arbitrators:

Stan Lanyon
David C. McPhillips
Vincent Ready
Robert Blasina

If the parties cannot agree upon one of the foregoing arbitrators, the arbitrator shall be selected on a rotation commencing with the first arbitration being assigned to the first listed arbitrator, the second arbitration being assigned to the second listed arbitrator and so on. The rotation shall be applied to each individual Producer. An Arbitrator named on the list of Arbitrators of the BC Arbitrator's Association may at any time, by mutual agreement, be substituted for an Arbitrator on the foregoing list. If possible, the date of the arbitration hearing will be within fourteen (14) calendar days from the date the Arbitrator is selected. At the conclusion of the arbitration the Arbitrator shall render a decision on the evidence and arguments presented which shall be final and binding on the parties, including the grievor and fully enforceable in a Court of competent jurisdiction. The Arbitrator shall present a written decision unless the parties to the arbitration mutually agree that a written decision is not necessary. The Arbitrator's written decision shall be issued within thirty (30) calendar days from the date final arbitration briefs, if any, are submitted, or the last day of the arbitration hearing, whichever is later.

A1108 Expedited Arbitration

In lieu of A1107 the parties to this agreement may pursue expedited arbitration pursuant to British Columbia Labour Relations Code §104 in lieu of the Arbitration Procedure set forth above, and utilizing the Arbitrators listed in A1107 above, to the extent possible.

A1109 Arbitrator's Authority

The Arbitrator shall have all necessary powers to determine the real issue in dispute according to the merits and, if appropriate, award monetary payments, adjustments, or damages consistent herewith. The Arbitrator shall not have the power to amend, modify or effect a change in any of the provisions of this Agreement, or to determine jurisdictional disputes.

A1110 Costs

The Arbitrator's fees and a court reporter's fees shall be borne equally by both Parties. Expenses of witnesses, however, shall be borne by the Party who calls them.

ARTICLE A12 - WORK DAY FOR PERFORMERS

A1201 Work Day

The regular work day shall consist of eight (8) consecutive hours not including the meal period. The work day shall commence at the Performer's Call time and the work day does not end until the Performer is released.

A1202 Calendar Day

A work day starting on one calendar day and continuing into the next shall be deemed to be one work day, namely that on which work started.

A1203 Night Sessions

The Performer must receive prior notice of scheduled night work (i.e. Call between 1900h and 0600h).

ARTICLE A13 - OVERTIME

A1301 Overtime

Any time worked by a Performer in excess of eight (8) hours in any one (1) day shall be paid at the rate of one hundred and fifty percent (150%) of the Performer's contracted hourly rate. Any time worked by a Performer in excess of eleven (11) hours in any one (1) day shall be paid at the rate of two hundred percent (200%) of the Performer's contracted hourly rate. Periods of one-half hour or less may be paid in half hour units.

A1302 Sixth Day

When a Performer is required to work on a Production for six (6) consecutive days, the Performer shall be paid for the sixth (6th) day at one hundred and fifty percent (150%) of the Performer's contracted daily, hourly or overtime rate.

A1303 Seventh Day

When a Performer is required to work seven (7) consecutive days, the Performer shall be paid for the seventh (7th) day at two hundred percent (200%) of the Performer's contracted daily, hourly, or overtime rate.

ARTICLE A14 - REST PERIODS

A1401 Rest Between Days

There shall be a rest period of not less than twelve (12) hours between the end of one work day and the beginning of work on the next day. If a Performer is required by the Producer to report for work within such a twelve (12) hour period, the Performer shall be paid for such hours at the rate of two hundred percent (200%) of such Performer's contracted hourly rate.

A1402 Rest Periods

There shall be at least a five (5) minute rest period provided for each hour of work. During actual recording at a studio, the rest period may be waived, the accumulated time to be taken at a more convenient period of the day.

ARTICLE A15 - MEAL PERIODS

A1501 Meal Period

(a) For the first (1st) meal period of the work day, each Performer shall be provided a meal period of one-half (1/2) hour commencing when the last Performer has been served, or sixty (60) minutes starting when the first member of the cast and crew has been served. The first meal period shall

commence not later than the completion of the sixth (6th) hour of work, calculated from the first call for the Performer.

(b) **Substantial Snack.** In the event that the first meal break of the day is called at the completion of five (5) hours' work, there will be no requirement for a Substantial Snack to be served. If the meal break is called after six (6) hours, a Substantial Snack shall be served.

(c) The first meal period shall not be considered as time worked and shall not be paid. Subsequent meal periods shall be paid through as time worked. Subsequent meal breaks will be called no less than six (6) hours after the resumption of work, except as modified in A1504.

A1502 Extended Meal Break

Where the exigencies of Production require, the unpaid meal break may be extended by one-half (1/2) hour, which in turn shall extend the work day. Where this provision is used, all Performers working on the Production must have their meal break extended by the same one-half (1/2) hour.

A1503 Meal Not Provided

When the meal is not provided at the recording studio, actual time spent in travelling to and from the restaurant or other eating establishment shall be considered work time.

A1504 Second Meal Break

Following the completion of the second meal, there shall be a meal period of one (1) hour after each four (4) hours of work.

A1505 Meal Period Violation

(a) Where the exigencies of Production make it necessary and the Performers agree to work during the meal period, each Performer, shall be compensated at $25 per half hour, or fraction thereof, in addition to the applicable payment for the period being worked, until the meal period is provided.

(b) The meal period shall be provided at the earliest time possible thereafter.

(c) Completion of the scene being recorded shall not be considered a breach of this Article.

A1506 Meal Facilities Not Available

It is understood that under certain circumstances, particularly on location, normal meal facilities may not be readily available. Should reasonable restaurant facilities not be available either by virtue of location or of scheduling, it shall be the Producer's responsibility to provide the meals at the Producer's expense on the set. It is understood that "snacks" (i.e. soft drinks, pizza, and hot dogs, etc.) do not constitute a proper meal.

A1507 Beverages / Environmental Awareness

The Producer shall provide coffee, tea, bottled water, and other soft beverages and use best efforts to make them accessible to all Performers. Further, the Producer shall use best efforts to supply environmentally-compatible containers for all such beverages.

ARTICLE A16 - TRAVEL AND EXPENSES

A1601 Travel

Where the Performer's engagement requires travel to a Distant Location or to a Nearby Location beyond forty (40) kilometres on the Lower Mainland from the Vancouver City Hall, 12th Avenue and Cambie St., the Performer shall be entitled to not less than:

(a) **Expenses**:

(i) Actual transportation expenses which a Performer is required to incur by the Producer on scheduled carriers covering economy air, first class rail fare or such other transportation as bus, taxi or limousine.

(ii) A kilometrage allowance of $0.32 per kilometre if the Performer is required to use his/her own automobile.

(iii) All rental or leasing costs where the Performer is required by the Producer to lease or rent a vehicle.

(iv) All costs for taxi, limousine or other transportation used by the Performer in order to get to and from the destination required by the engagement.

(v) A per diem allowance of $160.00 for each day the Performer is required to be away from home to cover all personal expenses. However, if meals or living accommodation are

provided at the expense of the Producer, the per diem allowance may be reduced in the following manner:

Breakfast	$12.00
Lunch	$18.00
Dinner	$35.00
Accommodation	$95.00

(b) **Travel Time Payment** Time spent in travel by the quickest available means of regularly scheduled carrier by a Performer (or such other arrangements which may be authorized) shall be considered as work time when travel time plus work time exceeds the work day. Where travel time is to be paid, it shall be calculated from door-to-door or from central point to central point as agreed between the Union and the Producer and shall be paid at the Performer's contracted hourly rate in half hour units to a maximum of eight (8) hours in any twenty-four (24) hour period.

A1602 Advance Payment to Performers

Subject to Article 1601(v), the Producer shall advance to a Performer against expenses, the sum of $160.00 for each day the Performer is required to be away from home to cover the Performer's expenses up to a period of one (1) week. The Performer shall submit an accounting of the advance against expenses (with attendant receipts where possible) within ten (10) working days.

A1603 Transportation Provided Under Certain Conditions

When the Producer requires a Performer to travel within a forty (40) kilometre radius in the Lower Mainland, the Producer will be obliged to ensure that public or private transportation is available. If such public or private transportation is not available and subject to prior approval by the Producer, cost of taxi transportation from location to residence within that forty (40) kilometre radius shall be paid by the Producer. Transportation shall be provided by the Producer if travel by the quickest means of surface public transportation exceeds one (1) hour each way.

A1604 Travel Outside Canada

The Producer shall pay all authorized actual expenses incurred by the Performer in travel outside Canada. The Performer shall support actual expenses by receipts where receipts are obtainable.

A1605 Travel Insurance

When the Performer is to fly by regularly-scheduled carrier, and where flight insurance is available to the Performer, the Producer shall reimburse the Performer, upon presentation of a receipt, the cost of securing flight insurance with a death benefit of two hundred and fifty thousand dollars ($250,000.00).

ARTICLE A17 - HOLDING CALLS

A1701 Hold Over on Location

In the event the Producer requires a Performer to be on location on a day or days either prior to or following a contracted day of work in any one engagement, the Performer shall be paid fifty percent (50%) of the Performer's contracted daily fee for the first two (2) such days and one hundred percent (100%) of the Performer's contracted daily fee for each such subsequent day; provided, if the Performer arrives on location on the evening prior to the morning call of a contracted day or if the Performer leaves the location on the morning following a contracted day when scheduled carriers are available, the Performer shall be entitled to payment in accordance with A18 for the day of arrival and departure only. Performers held on overnight location during the normal one-day or two-day weekly rest period (also known as "production down days"), shall be compensated at the rate of twenty-five percent (25%) of the Performer's daily contracted fee.

A1702 Holding Call

In the event that the Producer directs a Performer to hold a day or days in readiness to be called to work, the Performer shall be paid not less than one hundred percent (100%) of the minimum daily fee for the appropriate category of performance for an eight (8) hour call in respect of each day the Performer is on a "holding call". The period of the "holding call" shall commence at the hour specified by the Producer and shall end when the Performer is released from the "holding call".

ARTICLE A18 - CANCELLATIONS AND POSTPONEMENTS

A1801 Force Majeure

If a Production is frustrated or interrupted by reason of any cause beyond the reasonable control of the Producer, such as, but not limited to, war, fire, hurricane or flood, or governmental regulation or order in a national emergency, then the Producer may either cancel the Production (in which event the Producer shall pay to the Performer monies accrued to the date of such cancellation) or make such other arrangements with the Performer by way of postponement and the like as may be practicable to fulfill the engagement.

A1802 Cancellation of a Single Production

If a single Production is cancelled for any reason other than that provided in A1801, the Producer shall not be required to pay the Performers, provided notice of such cancellation is received by the Performers two (2) weeks in advance of the first call and confirmed in writing. Should the Producer be unable to give a full two (2) weeks' notice, the Producer shall be liable for all time contracted in the two (2) week notice period.

A1803 Preference of Engagement Upon Remounting

Where a cancelled Production is subsequently remounted within a period of twelve (12) months from the original cancellation, Performers originally contracted shall have first opportunity to accept their previous assignments on such Production. After the expiry of the twelve (12) month period, the Producer has no obligation to the original Performers.

A1804 Cancellation of a Series Production

Conditions for cancellation of a Series shall be the same as a single Production except that notice of cancellation for a Performer engaged for more than a single Episode but less than twenty-six (26) Episodes shall be not less than three (3) weeks and notice of cancellation to a Performer engaged for twenty-six (26) or more Episodes in a Series shall be not less than four (4) weeks. Failure by the Producer to provide notice as stated above shall make the Producer liable for all time contracted in the three (3) and four (4) week notice period referred to in the preceding sentence. Except as provided elsewhere in this Agreement (see A805), a Performer may cancel out of a drama Series or drama Serial Production provided written notice of the Performer's intent to cancel is given to the Producer at least six (6) months prior to the effective date of the cancellation. Notice shall be deemed to have been given if sent by registered mail to the last known address of the Producer.

A1805 Cancellation of a Performer's Engagement

If the Producer cancels a Performer's booking or engagement on a Production which is subsequently produced, such Performer shall be paid in full the Performer's contracted fee(s), except where the cancellation occurred by reason of insubordination or misconduct of a serious nature.

A1806 Change in Scheduled Days

If for any reason other than weather, the Producer changes a Performer's booking or engagement to another day, the following conditions apply:

(a) If the notice of change is given to the Performer less than twenty-four (24) hours before the hour scheduled for work to commence, the Performer shall be paid in full the contracted fee for the original day.

(b) The Performer shall be paid fifty percent (50%) of the contracted fee for the original day if the notice of change is given to the Performer at least twenty-four (24) hours before the hour scheduled for work to commence.

(c) If seventy-two (72) or more hours notice has been given, no payment to the Performer shall be required for the original day.

If such change in scheduled day conflicts with any other confirmed engagement, then the Performer shall be compensated in full for the engagement which the Performer is unable to fulfill. For the purpose of this clause, where the Call time of the Performer has not been specified, it shall be considered 1000h, except when it has been designated as a night shoot, in which case the Call shall be considered to be 1900h.

A1807 Cancellation of Scheduled Days

If the Producer cancels a Performer's scheduled day or days, the Performer shall be paid in full the contracted fee for such cancelled day or days, except as modified by other provisions of A18.

A1808 No Weather-Permitting Calls in Studio

No weather-permitting calls shall be allowed for work in studio.

A1809 Illness

Should illness or other physical or similar cause prevent the Performer from carrying on the Performer's individual contract, the Performer shall provide a medical certificate. If the Performer is absent by reason of illness for more than one day, the Producer may:

(a) terminate the engagement forthwith upon payment to the Performer of monies accrued to the date of the Performer's absence; or,

(b) suspend the engagement for the period of absence and subject to the Performer's other engagements entered into before the beginning of such period, extend the period of first call by the period of absence.

A1810 Weather Cancellation

When the Performer's scheduled day is cancelled because of weather at any time up to and including the scheduled Call, the following shall apply:

(a) if the cancelled day is not rescheduled, the Performer shall be paid one hundred percent (100%) of the Performer's contracted fee; or,

(b) if the cancelled day is rescheduled for a day when the Performer is available, the Performer shall be paid an additional fifty percent (50%) of the contracted fee for such rescheduled day; or,

(c) if the cancelled day is rescheduled for a day on which the Performer has a prior booking, the Producer shall:

  (i) excuse the Performer so that the Performer may fulfill the previous commitment; or,

  (ii) compensate the Performer to the extent of loss should the Performer be able to withdraw from the conflicting engagement.

A1811 Performance Default

When a Performer does not fulfill a contracted engagement which causes a cancellation, postponement or a delay of production and subject to the Grievance Procedure, the Performer may be required to forfeit his/her fee, except where the Performer's failure to fulfill such an engagement is caused by illness (subject to A1809) or other reason beyond the control of the Performer. Certification of illness must be supplied if requested by the Producer. The Producer shall not withhold any of the Performer's fee pursuant to this Article, but may pay the disputed amount to the Union, in trust, pending the determination of an Arbitrator of whether there has been a breach of the contract by the Performer. The Arbitrator will convene a hearing within seven (7) days of a dispute arising under this Article.

ARTICLE A19 - WORKING ENVIRONMENT

A1901 Dressing Room and Sanitary Provisions

(a) Performers may refuse to commence work at any recording studio or location, where the Producer fails to provide the following facilities:

  (i) a supply of pure drinking water;

  (ii) a suitable seat for each Performer during rest periods;

  (iii) clean and accessible toilets and washrooms.

A1902 Easing of Work Rules

Upon written request by the Producer to the Union, the working provisions of this Agreement may be waived where it is established that it is physically impossible to comply or that the burden involved in compliance is unreasonable. The rates and fees paid to a Performer shall not be waived or changed by any waiver.

ARTICLE A20 - UPGRADING

A2001 Upgrading of Performers

When a Performer is upgraded in category during the course of production, the Performer shall receive payment in accordance with fees and rates for the higher category of performance for the entire period of the engagement in the same Program or, if the Program is a Series, the Episode.

ARTICLE A21 - OTHER DUTIES

A2101 Additional Services
When any Performer is required to provide additional services, such as contacting other Performers, arranging for auditions, arranging for rehearsal, etc., such Performer shall report to the Producer and to the steward the amount of time involved. Such time shall be paid for at a rate not less than the Performer's minimum hourly rate for his/her category.

A2102 Vocal or Dialogue Coach
When a person is engaged as a Vocal or Dialogue Coach, the person so engaged will be paid at the Principal Actor rate set out in Article B104 of this Agreement. This rate shall include four (4) hours of work time. A Vocal or Dialogue Coach may be engaged on a weekly basis for a fee equal to four times the daily rate. All other terms and conditions of this Agreement shall apply to persons engaged as Vocal and Dialogue coaches except that such work does not attract Use Fees.

A2103 Billboards and Series Theme Music

Minimum Guarantee for each thirteen (13) weeks of use – (Four (4) Hours Included Work Time)

Effective December 1, 2008	Effective, December 1, 2009
$277.14	$285.45

A2104 Public Service Announcements

Category	Included Work Time	Effective December 1, 2008	Effective December 1, 2009
Performers and Group Singers	1	$414.78	$427.22

The hourly rate for work in excess of the included work time noted above, up to and including the eight (8th) hour on any one day $73.04/$77.42/$79.75.

Upon payment of the above fees to Performers, such Public Service Announcements may be used up to a maximum period of three (3) years from first use of the announcement. If additional use is desired, such additional use may be contracted for further periods each not more than three (3) years upon:
(a) renegotiation with the Performer(s) concerned;
(b) the Performer(s) being recontracted; and
(c) the Performer(s) being paid not less than one hundred percent (100%) of the fee paid at the time of original Production.

A2105 Interstitial Rates $279.60/$287.98 per ten (10) minutes of finished recording; one (1) hour of included work time; $77.42/$79.74 per hour additional work time, plus Use Fees.

A2106 Preproduction Rehearsal
Prior to the commencement of production, Performers may be called for Rehearsal. Subject to the agreement of the Performers concerned, there may be temporary preservation of performance. Use of such preserved performance is prohibited and the recording shall be discarded when it has served its assessment purpose. Performers shall be compensated for time spent in Rehearsal at the Performer's contracted hourly rate with a minimum four (4) hour call.

A2107 Reading Session
The Performer shall be compensated for time spent in a Reading Session at the Performer's hourly contracted rate with a minimum call of four (4) hours.

ARTICLE A22 - MINORS

A2201 Application
The Employment Standards Act Regulations governing the employment of Minors in the Province of British Columbia are incorporated into, and form part of this Agreement (see Appendix "F"). Such Regulations shall apply to all Minors under the age of seventeen (17). Where the Regulations are silent for Minors over

the age of fifteen (15) and under the age of seventeen (17) the provisions for children ages twelve (12) to fourteen (14) shall apply.

A2202 Regulations Governing Engagement of Minors

The Producer shall at all times adhere to the Employment Standards Act Regulations governing the employment of Minors in the Province of British Columbia All relevant Applications and forms required to be completed and submitted to the Employment Standards Branch of the Ministry of Labour and the Office of the Public Trustee shall, at the same time, be copied to the Union office.

A2203 Tutoring

The Producer shall provide a tutor for any Performer under the age of majority who normally attends school (i.e. Kindergarten through Grade 12), and who works three (3) or more school days during a production week.

A2204 Call Times for Auditions

On school days, with advance consultation with the Union, the Producer shall make best efforts to schedule Call Times for Auditions, interviews, and individual voice tests for Minors after school hours. On evenings preceding a school day, the same shall not be held later than 7:00 p.m. for Minors under the age of twelve (12) years of age and not later than 9:00 p.m. for Minors aged twelve (12) to fifteen (15).

ARTICLE A23 - TALENT AUDITIONS, INTERVIEWS AND INDIVIDUAL TESTS

A2301 Audition Delay Fees

Voice tests are those try-out periods wherein a Performer or a Specialty Act, or group of Performers are tested for ability, talent, physical attributes and/or suitability for inclusion in a Production. Performers shall sign-in on a sign-in sheet provided at the place of audition, a copy of the sign-in sheet will be given to the Union after the completion of the auditions. Performers shall not be required to learn special material or spoken lines or special business. No fees are required for the auditioning of a Performer. It is the intention of this clause to afford the opportunity for Performers to display their individual talents. However, a Performer who is detained by the Producer for more than one (1) hour before the commencement of an Audition/interview shall be compensated for all excess time over the hour at the rate of $25.00 per hour or part thereof.

A2302 Audition Recall

Where a Performer is required to attend a third (3rd) or subsequent Audition for a specific Role, the Producer shall compensate the Performer for expenses incurred by paying an amount not less than $40.00 for each hour or part thereof.

A2303 Audition Reader Fees

Notwithstanding A2301, a Performer engaged to take part in another Performer's test shall be paid at the rate of $20.00 per hour or a minimum payment of $80.00 whichever is greater.

A2304 Open Audition Call

Where open Performer Auditions, tests or interviews are to be held for any category, notice of such Audition with necessary details shall be given to the Union not less than four (4) days prior to such Audition when feasible.

A2305 Preference of Audition

The Producer agrees to give Union members preference in the auditioning of Performers. In the case of "open calls", Union members shall be auditioned in advance of and separate from non-Union members. However, Union members may be auditioned during non-member auditions if they are unavailable during member audition time.

A2306 Provision of Transport / Escort During Non-Daylight Hours

The Producer shall endeavour to provide either transportation or an escort to the nearest public transportation when the Performer completes an Audition or Call during non-daylight hours.

ARTICLE A24 - RETAKES, ADDED SCENES AND AUDIO RECALL

A2401 Retakes Following Completion of Regular Schedule

In the event that Performers are required by the Producer to return for retakes following the completion of the regular schedule of work, the Performer shall be obligated to work on such retakes providing such recall to work does not conflict with a prior commitment made by the Performer. Should there be a conflict of engagements, the Producer shall reschedule work to permit the Performer to keep the Performer's prior commitments; or compensate the Performer to the extent of the loss incurred by the Performer in the event the Performer is able to withdraw or postpone the conflicting prior commitment.

A2402 Security For Payment

The Union must be notified of any proposed work under this Article. If the Security for Payment has been returned to the Producer, a new Security for Payment may be required upon recall. The Union shall receive work reports concerning such work.

ARTICLE A25 - PICK-UP PERFORMANCE

A2501 Consent

There shall be no pick-up of Performers in any theatre, nightclub, circus, hotel, studio or other places where Performers are appearing, without the consent of the Union. When such consent is given, the Performers concerned shall be entitled to additional amounts for such performances as are required under the terms of this Agreement or, where applicable, the Reciprocal Agreement between the Union and any other performer's association having jurisdiction, whichever amount is greater. Upon request, a copy of the applicable reciprocal agreement will be furnished to the Producer. It is agreed that the Union may waive the provisions of B109 in the case of the pick-up of a live dramatic presentation in which actors are required to play multiple roles.

A2502 Insert Fees

Where the pick-up of a performance or rehearsal is for the purpose of producing an insert in a Program of longer length (such as a promotional or publicity Program) and no extra rehearsal or additional work is required by the Performer, the Producer may apply to the Union for fees and rates, including use fees, for such inserts. Such fees shall be based upon the fees provided in this Agreement.

A2503 News Short

Upon the consent of Performers involved, and conditional upon the pick-up of the performance being accomplished during normally scheduled performance or rehearsal, up to two (2) minutes of recorded performance may be used in information Programs only, without additional payment.

A2504 Promotional Recordings

In-studio visual recordings of Performers is strictly prohibited except when the Performer has given express written consent, no less than 24 hours prior to the recording Session, and use of such video recording is strictly limited to promotional uses. Excerpts of not more than four (4) minutes may be used without additional compensation to the Performer(s) in circumstances such as the following:

(a) For the purpose of advertising or promoting a Program or Programs within a Series from which the excerpt is taken;

(b) In any awards program;

(c) In news/news magazine programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.

ARTICLE A26 - PUBLICITY STILLS, TRAILERS AND PROMOS

A2601 Publicity Stills

Publicity stills or trailers may be used to publicize a Program in which the Performer has appeared. Still photographs or trailers shall not be used for any other purpose except where the Producer has contracted with the Performer for use of such still photographs and trailers.

A2602 Program Excerpt

An excerpt of not more than two (2) minutes in length, may be used as a trailer or promo, including use in an awards program for the promotion of a Program or Programs within a Series from which the excerpt has been taken, without additional payment to the Performer. Such excerpts or clips may be used within a Series from which the footage was taken for recaps, previews or teasers without additional payment.

A2603 Short Term Promos

If the Producer desires the services of a Performer in making publicity stills, promos or trailers, the Performer shall be paid a fee not less than $297.11/$306.02 with four (4) hours included work time, such fee to include thirteen weeks of use. Any additional use beyond the initial thirteen (13) weeks requires an additional Session fee pursuant to this article for each thirteen (13) weeks of use, or the Producer may option a fifty-two (52) week Prepayment Period from first broadcast upon payment of one hundred and five percent (105%) of Net Fees at the time of Production.

ARTICLE A27 - EXCERPTS

A2701 Excerpts

The following provisions apply to the use of excerpts:

(a) Any Performer appearing in an excerpt not within the exceptions in subparagraph (b) below will be paid a fee not less than the contracted daily fee such Performer received in the original Program from which the excerpt is taken. All other terms and conditions of this Agreement (including Use Fees) shall apply to the new Program as if the Performer had actually participated. A Performer who appears in multiple excerpts not within the exceptions in subparagraph (b) below, which are used in a single Program, will receive a fee equal to the highest contracted daily fee such Performer received in one of the original Programs from which the excerpts are taken.

(b) Excerpts (except for Flashbacks – See Article A2702 below) may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:

  (i) When such excerpt is used in a Program in which the Performer(s) participates in new work for such Program;

  (ii) As a recap, preview or teaser within a Series from which the footage was taken;

  (iii) Excerpts of not more than four (4) minutes may be used in the following circumstances without additional compensation to the Performer(s) appearing in such excerpts:

    (A) For the purpose of advertising or promoting a Program or Programs within a Series from which the excerpt is taken;

    (B) In any awards program;

    (C) In news/news magazine programs for the promotion of the Performer(s) and/or Production or Series, or because of the newsworthy nature of the performance or Performer(s) and/or the original Production.

(c) Background Performers will not be compensated for use of an Excerpt.

(d) Use of Excerpts in opening montages is addressed in A2703 below.

A2702 Flashbacks

If a flashback or multiple flashbacks (other than recaps, previews and teasers) are used in an Episode in which a Performer does not otherwise appear, the Performer will receive a fee equal to the highest contracted daily fee for one of the Episodes from which the flashback footage was taken. All other terms and conditions of this Agreement shall apply as if the Performer had actually participated. In the case of a Performer required to participate in new work for the Program no additional compensation is necessary to the Performer performing in such flashbacks.

A2703 Opening Montages

When a Performer appears in an opening montage and in fifty per cent (50%) or more of the Episodes in the Series cycle, he/she shall receive no additional payment for such use. If a Performer appears in an opening montage and in less than fifty per cent (50%) of the Episodes in the Series cycle, he/she shall be paid a use fee equal to five per cent (5%) of his/her contracted daily fee for each Episode in which the opening montage is used in which he/she does not otherwise appear.

ARTICLE A28 - DUBBING AND DOUBLING

A2801 The Producer agrees that he/she will not, without the Performer's consent, "dub" or use a double in lieu of the Performer, except under the following circumstances:

(a) when necessary to meet expeditiously the requirements of the exhibition;

(b) when necessary to meet expeditiously censorship requirements, domestic or foreign;

(c) when the Performer is not available, or when the exigencies of the Production render such impracticable; and/or

(d) when the Performer fails or is unable to meet certain requirements of the role, such as singing or the rendition of instrumental music, or other similar services requiring special talent or ability other than that possessed by the Performer.

Pursuant to any of the provisions (a) through (d) above, the Producer shall have the right to double or to dub the voice of the Performer, and all instrumental, musical and other sound effects to be produced by the Performer to such an extent as may be required by the Producer.

ARTICLE A29 - CREDITS

A2901 Exhibitor to Honour Performer Credits

In its distribution or licensing agreements with exhibitors, distributors, broadcasters, or similar licensees, the Producer shall include a provision prohibiting the licensee from deviating from the contracted Performer credits. In the case of an inadvertent breach, the breach shall be cured prospectively.

A2902 Documentaries and Industrials

In Documentary or Industrial Programs, if any craft credits are given, then credits to Performers as provided in this Article shall apply.

A2903 Performer Credits

The Producer will place at the end of each theatrical film and television movie, a cast of characters naming the Performers and the roles played.

A2904 Credit to be Legible

All credits will be in a readily-readable colour, size and speed, subject only to the requirements of the broadcaster.

A2905 Failure to Provide Credit

Should the Producer fail to provide the credits on the Program as required above, the Producer agrees to the following remedy:

(a) to correct the omission prior to public showing where possible; or

(b) if correction as in (a) above is not possible, to fulfill the intent of the provisions for credit by inserting in appropriate daily and/or trade papers announcements for the sole purpose of identifying the Performer whose credit has been omitted. The specific Periodicals and the size and content of the announcements will be the subject of negotiation between the Producer and the Performer. Should the parties fail to agree on the nature of these announcements, the matter may be submitted to the Grievance Procedure for resolution. Cost of these advertisements will be borne by the Producer.

A2906 Union Logo

The Producer shall include the Union logo on the credit or cast roll if the logo of any other union or guild is included in the credit or cast roll as a result of a provision first negotiated in a collective agreement in British Columbia after the effective date of this Agreement, and if the Union provides the logo on a timely basis.

ARTICLE A30 - PAYMENT

A3001 Payment

All fees and payments must be paid within fifteen (15) calendar days from the day on which the performance occurred. This includes payments to Performers and to the Union. The Producer shall be responsible for any delays in payment caused by his/her/its payroll service.

A3002 Late Payment Penalty

In the event that payment of fees is not forthcoming as prescribed in A3001, the Producer shall pay to the Performer or the Union, as the case may be, a late payment charge of twenty-four percent (24%) per annum, payable monthly, of the total outstanding Gross Fees, for each thirty (30) day period or part thereof, beginning with the first day following the day payment was due. This provision shall not apply where the Producer has filed with the Union a bona fide dispute relating to the fees payable.

ARTICLE A31 - PERFORMER BENEFITS

A3101 Insurance

(a) In consideration of the free-lance employment nature of most Performers, the Union shall maintain Insurance programs which provide such benefits to members as life insurance, dental care, accidental death and disability coverage, weekly indemnity benefits, and extended health care.

(b) The design and extent of coverage and entitlement of the Insurance programs shall be at the sole and absolute discretion of the Union.

(c) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use fees) paid to all Performers.

A3102 Retirement

The Union shall maintain Retirement Programs for Performers who are members of the Union. This shall be funded through the following contributions and deductions:

(a) The Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are members of the Union; and

(b) The Producer shall deduct and pay to the Union an amount equal to three percent (3%) of the Gross Fees (inclusive of Use Fees) payable to each Performer who is a member of the Union.

A3103 Equalization Payments

In order to equalize the payments in respect of Union members and non-members, the Producer shall contribute to the Union an amount equal to six percent (6%) of the Gross Fees (inclusive of Use Fees) payable to all Performers who are not members of the Union.

A3104 Non-Residents

The Producer contributions and Performer deductions contemplated by this Article apply equally to residents and non-residents.

A3105 The Plans

The terms and provisions of the Insurance and Retirement programs designed and maintained by the Union - including the design, extent of coverage, entitlement and qualification for the benefits provided under those programs - shall be at the sole discretion of the Union, and funds payable to the Union pursuant to this Article including, without limitation, the equalization payments, may be used and applied by the Union in such manner and for such purposes as may be determined in the sole and absolute discretion of the Union. For greater certainty, the equalization payments belong exclusively to the Union.

A3106 Maximum Contributions

With respect to Performers whose Gross Fees (inclusive of Use Fees) from a contract of engagement exceed $125,000.00 (Canadian), the maximum contributions pursuant to Article A31 shall be:

(a) $6,250.00 (Canadian) pursuant to clause A3101;

(b) $11,250.00 (Canadian) pursuant to clause A3102 (a) or A3103;

(c) $3,750.00 (Canadian) pursuant to clause A3102 (b).

For the purposes of this provision, a contract of engagement for a Performer in a Series shall mean a Series cycle, but each additional optioned year shall be considered a separate contract of engagement.

A3107 Remittance

The contributions and deductions pursuant to this Article A31 shall be payable by cheque to the Union at the same time and for the same period covered by the production payroll.

A3108 Remittance Statement

The Producer shall provide the Union with an itemized statement of the amount of each Performer's earnings and the contributions and deductions made in respect of each Performer when remitting the contributions and deductions under Article A31.

ARTICLE A32 - APPENDICES

A3201 The following appendices shall form part of this Agreement. Any references in the appendices to the Union refers to the Union of B.C. Performers. The cover page, signing pages, and individual contracts of engagement also form part of this Agreement.

Appendix "A"	List of Individuals, Persons, Partnerships, Firms, or Corporations Bound
Appendix "B"	Acceptance Agreement
Appendix "C"	Production Information Sheet
Appendix "D"	Performer Time Report
Appendix "E"	Performer Contract for Independent Production
Appendix "F"	Employment Standards Act Regulations regarding engagement of Minors
Appendix "G"	Assumption Agreement on Sale or Other Disposition
Appendix “H”	Security Agreement
Appendix “I”	Audition Sign-in Sheet

ARTICLE A33 – DURATION

A3401 The term of this Agreement is effective from the first payroll week after ratification until November 30, 2010. Pending negotiation of a new agreement to take effect December 1, 2010, all the provisions hereof shall continue in force until such time as a new agreement is concluded.

A3402 The parties agree to commence negotiations concerning a new agreement at least 90 days prior to November 30, 2010 and to continue such negotiations diligently and in good faith until such time as a new agreement is reached.

A3403 Pursuant to Labour Relations Code Section 50(4), the operation of Labour Relations Code Section 50(2) and Section 50(3) shall be excluded from this Agreement and shall not apply to this Agreement.

SECTION B

MINIMUM FEES

ARTICLE B1 - MINIMUM FEES & CONDITIONS OF ENGAGEMENT FOR ANIMATION PERFORMERS

B101 Session

A Session in this Section B means a work day with a minimum call as provided in this Section.

B102 Minimum Fees for Performers in Series

In a Series, the performance fees may be calculated on the basis of the minimum daily fees either "per Episode" or "per day of production", whichever is the greater.

B103 General Provisions Apply

Unless Animation Performers are excepted from the general provisions of Section A of this Agreement, or unless more specific provisions are set out in this Section, the general provisions of Section A shall apply to Animation Performers.

B104 Minimum Fees for Animation Performers

(a) Per Production of more than ten minutes running time

Effective December 1, 2008:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5x	Overtime Rate @ 2x
Principal Actor – one role	4	$414.20	$77.41	$116.12	$154.82
Actor – one role	4	$279.60	$51.60	$	$

Effective December 1, 2009:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5x	Overtime Rate @ 2x
Principal Actor – one role	4	$426.63	$79.73	$119.60	$159.46
Actor – one role	4	$287.99	$53.15	$	$

(b) Per Production of 10 minutes or less running time

Effective December 1, 2008:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5x	Overtime Rate @ 2x
Principal Actor – one role	1	$277.14	$77.41	$116.12	$154.82

Effective December 1, 2009:

Category	Minimum Call	Daily Fee	Hourly Rate	Overtime Rate @ 1.5x	Overtime Rate @ 2x
Principal Actor – one role	1	$285.45	$79.73	$119.60	$159.46

Notes: For the purpose of this Article,

(a) Principal Actor includes Announcer, Narrator, Commentator, Singer (solo or duo), Specialty Act, or Singers in groups of up to four (4) people.

(b) Actor includes Singers in groups in excess of four (4) people.

B105 Recall Session for Pick-Up Lines

(a) A Performer may be requested to attend a Session for the sole purpose of recording Pick-Up Lines from a previously recorded Production provided the Pick-Up Lines are for the character(s) for which the Performer has been previously contracted. The rate for a Recall Session for Pick-Up Lines is:

Effective December 1, 2008:

Categories	Daily Fee based on a 1 hour day	Hourly Rate for hours 2-8
Principal Actor - Actor	$414.20	$103.40

Effective December 1, 2009:

Categories	Daily Fee based on a 1 hour day	Hourly Rate for hours 2-8
Principal Actor - Actor	$426.63	$106.50

(b) The purpose of a Recall Session is to re-record existing Line(s) of Dialogue, or record new or revised Line(s) of Dialogue for a previously recorded production, and not for recording Line(s) of Dialogue for new productions, or Line(s) of Dialogue not arising from previously recorded production. The preferred method of recording Pick-Up Lines is to record them pursuant to Article B114. The term "production" for the purpose of this Article includes multiple Episodes of a Series, a Pilot Program, a Mini Series, a feature film, a made-for-television-movie, a Compact Device, and another similar Program.

B106 Vacation Pay

All of the rates include a four percent (4%) vacation payment required pursuant to the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement.

B107 Work Beyond Four (4) Hour Minimum Call

When work continues beyond the designated four (4) hours included work time on a single Program on a given day, the additional hours up to and including eight (8) hours of work shall be paid at the hourly rate specified above. Work beyond eight (8) hours shall be paid at the overtime rates in accordance with Article A1301. [Note: Dubbing of animated Programs is covered by Section D].

B108 Initial Session

The initial Session for an animated Series shall comprise eight (8) hours for the same basic fee currently provided for in a four (4) hour Session fee.

B109 Additional Voices (Doubling)

(a) For each additional role (except as provided in B109(b) and (c), below), the Performer shall be paid a 50% doubling fee according to the line count for that role. In other words, the Performer shall be compensated at 50% of the Principal rate or 50% of the Actor rate, whichever is applicable.

(b) **Incidental Doubling.** Each Principal Performer may perform one additional role without additional payment beyond the Principal Session fee set out in B104 per Production, provided the additional Role shall not exceed ten uninterrupted words of scripted or unscripted dialogue.

(c) Walla. Participation in Walla shall not be considered a performance and therefore requires no additional fee when performed in a regular Recording Session (B104). Where Performers attend a separate Session to perform Walla, the rates for a Principal Actor in a recall Session (see Article B105, above) shall apply.

B110 Bumpers

An Animation Performer may perform Bumpers in the nature of "We'll be right back" during a regularly scheduled Session, for no additional compensation, provided that such Bumpers are performed in a character voice for which the Performer is engaged. When a Performer is requested to perform Bumper(s) in a non-character voice during a Session then such Bumpers will be compensated at the Principal Actor rate, plus Use Fees for a minimum four hour call. If a Performer provides the above services outside a regularly scheduled Session, the rates for a Principal Actor, plus Use Fees shall apply.

B111 Promos

A Performer engaged for the making of Promos, either during a regular Session, or separately, shall be paid the Principal Actor rate for a four hour minimum call, plus Use Fees, except as provided for in Article A2603.

B112 Promotional Announcers

A Performer engaged as a promotional announcer shall be entitled to a Session fee of $590.85/$608.58 (with four (4) hours included work time). Additional time up to eight hours of work shall be at a pro-rated hourly

rate. Work done pursuant to this Article is subject to the same Use Fees as the Program which is being promoted.

B113 Series Guarantees and Discounts

(a) Contracts for Series guarantees shall be fully executed by all parties prior to the first episode of a Series in which the Performer provides services to which the Producer wishes to apply a discount. The contract must stipulate the specific role(s) guaranteed, the category(s) of performance guaranteed, and the number of Episodes guaranteed. The discount may only apply to the guaranteed per Session amount specified in the contract. Any services provided by the Performer over and above what is guaranteed shall not be discounted.

(b) Where an Animation Performer is guaranteed and contracted for:

(i) Twenty-four (24) Episodes or more in one season, the Producer may negotiate a discount of up to five (5%) of the per Session guarantee.

(ii) Sixty (60) Episodes or more in one season, the Producer may negotiate a discount of up to ten percent (10%) of the per Session guarantee.

B114 Pick-Up Lines

A Performer may be requested to record an unlimited number of Pick-Up Lines from previously recorded Episodes for no additional compensation provided the Pick-Up Lines are for characters(s) for which the Performer has been previously contracted and the Pick-Up Lines are recorded within a regular recording Session in which the Performer is booked in accordance with Article B104. Pick-Up lines recorded outside a regular recording Session shall be paid pursuant to Article B105. In the event that Pick-Up Lines add dialogue for a Performer such that an upgrade to a higher category of performance is required, the Performer shall be re-contracted at the higher rate pursuant to Article A2001.

B115 Multiple Program Production

Where an Animation Performer is guaranteed a minimum of thirteen (13) or more Episodes in an Animated Series to be produced within a six (6) month period (for each thirteen Episodes) and where the Performer's contracted obligations are met within no more than one (1) four (4) hour Session, the minimum fees payable may be discounted by thirty-five percent (35%).

B116 Notification of Discounts

The Performer shall be notified at the time of booking whether or not the Producer intends to apply any discounts flowing from this Section of the Agreement.

B117 No Pyramiding

Whenever one of the above discounts are applied, there shall not be a pyramiding of such rates. Only one of the above rates may be applied to any engagement of a Performer.

B118 Use Payment Options

Subject to Article B105, Performers working under the provisions of Section B shall be entitled to Use Fees as provided in Section C.

B119 Production Information Sheet

In addition to the requirements pursuant to A507, the Producer shall make best efforts to file with the Union office at least 72 hours in advance of recording, but in any event no later than the first day of recording, a completed Production Information Sheet (Appendix "C"),

SECTION C

DISTRIBUTION RIGHTS, RESIDUAL FEES, PREPAID USE RIGHTS AND ROYALTIES

ARTICLE C1 - DECLARED USE

C101 Distribution Rights

Upon payment of the minimum fees, the Producer is entitled to unlimited use of Educational Programs in Canada or **one** of the following "Declared Uses" of the Program:

(a) **Theatrical**: Worldwide theatrical use for period of copyright of the Program.
(b) **Free Television**: One domestic run in Canada.
(c) **Pay-Television**: One (1) year use in Canada.
(d) **Cable TV**: Two (2) years use in Canada.
(e) **Compact Devices**: Two (2) years use in Canada

At the time of contracting of Performers, the Producer must declare the intended Use of the Program.

C102 Additional Use

At the time of production, a Producer must select one of the following two options with respect to additional Use of the Production beyond the declared use pursuant to C101 above:

(a) Payment for Individual Use Option pursuant to Article C3 below; or
(b) Prepayment Options pursuant to article C4 below

ARTICLE C2 - ADDITIONAL USE

C201 Assumption Agreement

If the Producer or his/hers/its heirs, successors or assigns sells, assigns, or otherwise disposes of any property produced under this Agreement, or any rights thereto, the Producer shall not be relieved of any of his/her/its obligations for payments due under this Agreement, unless the Third Party to whom the said property or rights have been sold, assigned or otherwise disposed of (the Purchaser), assumes, in writing, the obligations for such payments. The written approval of the Union to such assumption shall be obtained first. Such approval shall not be unreasonably withheld. This Assumption Agreement shall be in the form contained in Appendix "G" to this Agreement. Upon seeking the approval of the Union to an assumption as provided for herein, the Producer shall provide to the Union such information and material pertaining to the Purchaser as the Union may reasonably require, including, but not limited to, the financial status of the Purchaser, the individual principals and/or directors of the Purchaser, and the terms and conditions of the Purchase Agreement.

C202 Successors

This collective agreement (herein referred to collectively as the "Agreement") shall be binding on the parties hereto, their successors, administrators, executors and assigns. In the event the Producer's business is in whole or part sold, leased, transferred, or taken over by sale, transfer, lease, assignment, receivership, or bankruptcy proceeding, such business or operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

It is understood by this provision that the parties hereto shall not use any leasing or other device to a third party to evade this Agreement. The Producer shall give notice of the existence of this agreement and this provision to any purchaser, transferee, lessee, assignee, etc., of the business operation covered by this Agreement or any part thereof. Such notice shall be in writing with a copy to the Union at the time the seller, transferor, or lessor executes a contract or transaction as herein described. The Union shall also be advised of the exact nature of the transaction, not including financial details.

In the event the Producer fails to require the purchaser, transferee, or lessee to assume the obligations of this Agreement, the Producer (including partners thereof), shall be liable to the Company and the employees covered, for all damages sustained as a result of such failure to require assumption of the terms of this Agreement, but shall not be liable after the purchaser, transferee, or lessee has agreed to assume the obligations of this Agreement.

C3 INDIVIDUAL USE OPTION

C301 Individual Payments

When a Program is used beyond the basic use entitlement provided (and no prepayment options have been exercised), Performers shall be paid the following minimum use fees based upon the following percentages of Net Fees earned during the production of the Program. Use Fees to Performers shall be paid within thirty (30) days of the date of such use.

C302 Theatrical Use

When a Program produced with a Declared Use of Free Television, Pay Television, Cable Television, or Video is distributed for Theatrical Use, the Producer shall pay to Performers the following percentages of the Performer' Net Fees for unlimited Theatrical Use:

Programs sixty (60) minutes or less in length -- 15%
Programs exceeding sixty (60) minutes in length -- 35%

C303 Free Television

(i) **Use in Canada**:

(A) Each Domestic Run -- 30%

(B) Each use on a single television station:

Toronto/Hamilton, Montreal, Vancouver -- 20%
Each other station -- 10%

When payment to the Performer for use under (B) above has reached thirty percent (30%) of the Performer's Net Fees provided in (A) above, the Producer shall be entitled to authorize broadcast of the Program one time on one television station in each market in Canada in which the program has not been so used.

(ii) **Use in the United States**.

	Network	**Syndicated**	**Non-commercial network**
1st use	35%	25%	25%
2nd use	30%	20%	20%
3rd use	25%	15%	15%
4th use	25%	15%	15%
5th and any subsequent	10%	10%	10%

(iii) **World Market**.

Each use in any single country except Canada or the U.S. -- 5%

C304 Pay-Television

(i) **Use in Canada**:

Each three (3) months in Canada -- 10%; or
twelve (12) months use in Canada -- 25%

(ii) **Use in the U.S. or Foreign Market**:

Each three (3) months use in the U.S. or Foreign Market -- 15%; or
twelve (12) months use in the U.S. or Foreign Market -- 30%

C305 Cable TV

(i) Use in Canada:

Each five (5) years of use -- 20%

(ii) Use in U.S or Foreign Market:

Each five (5) years of use -- 30%

C306 Compact Devices

(i) Use in Canada

Each five(5) years of use -- 20%

(ii) Use in U.S. or Foreign Market

Each five (5) years of use -- 25%

C307 Educational Television

(a)	Use in Canada: each one year of Use	10%
(b)	Use in U.S.: each one year of Use	15%
(c)	Use in the Foreign Markets: each year of Use in Foreign Markets	15%

ARTICLE C4 - PREPAYMENT OPTIONS

C401 Preamble

The Producer may acquire unrestricted Use rights as specified below. The Producer shall declare and specify the media Uses of the Program for which Prepayment is being made on the individual contract of the Performer. Prepaid Use payments must be paid to Performers at the time of Production.

The Producer shall notify the Union, in writing, regarding the date of first use in a residual market. Unless the Union is otherwise notified by the Producer, the date of first use in a residual market for a Theatrical motion picture shall be deemed to be six (6) months after Theatrical release. With respect to television Series produced primarily for distribution outside of Canada, the date of first use in a residual market shall be deemed to be six (6) months after the completion of recording each Episode unless the Union is notified otherwise by the Producer. Where it is established that the actual date of first use in a residual market is earlier than the deemed date, the actual date shall apply.

(a) Theatrical Motion Pictures

When the Program's Declared Use is Theatrical, the Producer may pay one hundred thirty percent (130%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above for a period of four (4) years from the date of first use in a residual market. After the expiration of such four (4) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all media other than Theatrical, for which the Producer retains unrestricted worldwide Theatrical use for the period of the copyright of the Program.

(b) (i) All Free Television – Five (5) Years Use

When a Program's Declared Use is Free Television, the Producer may pay one hundred and five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional one hundred and five percent (105%) of the Performers' Net Fees. In lieu of renewing a five (5) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all subsequent exploitation of the Program.

(ii) All Free Television – Seven (7) Years Use

When a Program's Declared Use is Free Television, the Producer may pay one hundred and twenty percent (120%) of the Performers' Net Fees for unrestricted worldwide use in all media enumerated in C101 above, excluding Theatrical, for a period of seven (7) years from the date of first exhibition in a residual market. Before the expiration of any seven (7) year period, the Use Fees may be renewed for an additional seven (7) year period upon payment of an additional one hundred and twenty percent (120%) of the Performers' Net Fees. In lieu of renewing a seven (7) year period, the Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all subsequent exploitation of the Program.

(c) Cable TV

When a Program is made primarily for Cable Television, the Producer may pay one hundred and five percent (105%) of the Performers' Net Fees for unrestricted worldwide Use in all media enumerated in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. Before the expiration of any five (5) year period, the Use Fees may be renewed for an additional five (5) year period upon payment of an additional 105% of the Performers' Net Fees. In lieu of extending a five (5) year period, the Producer shall pay 3.6% of "Distributors' Gross Revenue" as that term is defined in C4 below, with respect to all subsequent exploitation of the Program.

(d) All Other Media Enumerated in C101

When the Declared Use is other than Theatrical, Free Television or Cable TV the Producer shall pay one hundred five percent (105%) of the Performers' Net Fees for unrestricted worldwide use in all enumerated media in C101 above, excluding Theatrical, for a period of five (5) years from the date of first exhibition in a residual market. After the expiration of such five (5) year period, the

Producer will pay 3.6% of "Distributors' Gross Revenue," as that term is defined in C5 below, with respect to all subsequent exploitation of the Program.

(e) Use Rights in Perpetuity

(i) The Producer may acquire unrestricted Use rights for the Program listed above (excluding Theatrical and Internet) in perpetuity upon prepayment of two hundred percent (200%) of the Performer's Net Fees.

(ii) The Producer may acquire unrestricted Use rights for the Program listed above (including Internet but excluding Theatrical and all other uses not currently defined in the Collective Agreement) in perpetuity upon prepayment of two hundred and five percent (205%) of the Performer's Net Fees.

ARTICLE C5 - RESIDUALS ADMINISTRATION

C501 Payment of Use Fees

Additional Use Fees shall be payable to the Union and shall be distributed to Performers pursuant to the provisions of Article C504. Article C5 is not applicable to a Producer that acquires either Use Rights in Perpetuity pursuant to Article C401(e) or Use rights pursuant to Section D except:

(a) Article C505 applies when a Producer options Use Rights in Perpetuity under Article C401(e) and

(b) Article C511 applies to all Producers and Programs.

C502 Distributors' Gross Revenue shall mean all monies derived in any manner whatsoever from the distribution of the Production, including through the sale, license or other like means of distribution of the Production and shall be calculated before or simultaneously with any other gross participants from first dollar, without deductions of expenses of any kind. In the case of animated Productions, Distributors' Gross Revenue shall include only revenues from licenses of the English Language version of the Productions. For greater certainty:

(a) Monies derived through the exploitation of ancillary, allied and underlying rights and like rights, such as merchandising, novelization and sequel rights, shall not be included in Distributors' Gross Revenue.

(b) Distributors' Gross Revenues shall also mean all monies received by those Distributors with which the Producer has entered into a Distribution Agreement (the "Head Distributor") in respect of the Production. The Distributors' Gross Revenues shall also include all monies received by sub-distributors which:

(i) are related to or which do not have an arm's length relationship with, the Producer or the Head Distributor; or

(ii) have an obligation to report and remit Revenue directly to the Producer or Head Distributor.

(c) Pre-sale revenues shall be included in Distributors' Gross Revenue. A pre-sale means the grant of a license or rights to utilize a Production, prior to production, to an end user, for consideration. The amount of verified distribution Advances, i.e. payments received by a Producer from a Distributor, shall not be included in Distributor's Gross for the purpose of triggering the payment of Use Fees to Performers, however, a Distributor shall not be entitled to deduct the amount of the Advance from the amount of the Distributor's Gross Revenues, for the purpose of the calculation of Use Payments.

(d) Notwithstanding the foregoing, Distributors' Gross Revenue derived from the sale or rental of Compact Devices shall be deemed to be equal to 20% of the wholesale selling price of such Compact Devices provided that in the event that the wholesale selling price is at or less than the typical sell-through price to wholesalers (currently $30. per unit), the deemed Distributors' Gross shall be 10%.

(e) The Producer, at the time of the Production, will make a reasonable allocation of revenues for the purposes of determining which portion thereof is attributable to the Declared Use and/or prepayment and which portion thereof is attributable to the Gross Distributors' Revenue upon which Use Payments are based, subject to the right of the Union to refer any difference to Arbitration under Article 11. If, as a result of this allocation, Use Fees become payable from the Distributor's Gross Revenue, the said Fees shall be payable to the Union at the time of Production.

(f) **Packaging** It is acknowledged by the parties that distributors may seek to diversify their risks by packaging more successful and less successful Productions. Where Productions are packaged together for the purposes of distribution, the parties shall allocate the revenue attributable to each individual Production, subject to the right of the Union to refer any difference to the Arbitration under Article 11.

(g) **Official Treaty Co-productions**

(i) While Distributors' Gross Revenue includes revenue from all sources on a world wide basis, in respect of Official Treaty Co-productions certified by Telefilm or by any successor organization, the Distributors' Gross Revenue shall be:

(A) all those revenues derived from the distribution of the Official Treaty Co-production in those territories to which the Canadian Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the foreign co-producer;

(B) a proportion of those revenues derived from the distribution of the Official Treaty Co-production in those territories in which the Canadian Co-producer is entitled to distribution revenues on some shared basis with its foreign co-producer, which proportion shall be equal to that proportion of revenues agreed by the co-producers to be paid to the Canadian Co-producer from such territories (the "Canadian Share"). The Canadian Share shall be no less than the percentage of the total amount of the Production budget financing derived, directly or indirectly, from any Canadian source(s).

(ii) Prior to production, the Producer shall disclose the Production's status as an Official Treaty Co-production to the Union, and will provide the following information to the Union:

(A) the name and legal status of the Co-producers;

(B) the details of the agreement between or among the Co-producers in respect of the manner in which the revenues from the Official Treaty Co-production will be divided between (or among) them, including details of territories to which either Co-producer is exclusively entitled to distribution revenues and has no obligation to report or remit revenues to the other, and any material amendments to the agreement in such respect.

(h) If the Producers who is a party to this Agreement negotiate a definition of Distributors' Gross Revenue (or the equivalent) which in some or all aspects is superior to the definition in this Article, with any other trade union or association that bargains collectively on behalf of its members, the definition hereunder shall be amended to reflect the improvement.

C503 Reporting and Payment Procedure

(a) The Producer shall deliver to the Union reports setting forth the amount of Distributors' Gross Revenues in respect of the Production, derived in the applicable accounting period. Each report shall be delivered to the Union in the same manner and frequency as the Producer reports to government agencies and/or other financiers, but it shall be no less than semi-annually for the first two years following the first report filed hereunder and annually thereafter. The first report shall be due 60 days following the last date of the first reporting period and the ensuing reports shall be due in the frequency provided above. The first reporting period is the period immediately following the delivery of the Production to the Distributor. The reports will be accompanied by the aggregate Use Payments payable to Performers and an outline of the method of calculation of the said payment.

(b) At the request of the Union the Producer will consent to the release of true copies of the reports dealing with Distributors' Gross Revenue, filed with the government agencies and/or other financiers, subject to the right on the part of the Distributor to edit the reports on the grounds that they contain confidential information.

(c) The Producer (or Distributor) shall be deemed to hold the aggregate Use Payments in trust for the Performers, from the time that Gross Revenues are recognized, until the disbursement of same to the Union on the due date, i.e., the date that each report is due. In the enforcement of this Article, the Union, subject to its rights as a creditor, shall agree to not hold any Performer of a Producer (or Distributor) liable in negligence, provided the said Performer acts in a bona fide fashion. The Distributors' Gross Revenues shall be recognized when a contract for the sale or conveyance of any

rights in a Production is made, but Use payments shall only be payable when the reports are due under C503(a) above.

(d) If the currency of the Distributors' Gross Revenues is other than the Canadian Dollar, the Use payment shall be calculated at the exchange rate for the said currency, on the basis of the established practice of the Producer or Distributor, which practice shall be disclosed in writing to the Union upon request. If the practice is amended at any time such amendment shall be disclosed to the Union.

(e) Payments shall be made to the Union in trust for the Performers concerned. The Union shall be entitled to make a claim of interest on payments received after the due date as provided herein, i.e., the date the reports are due to be filed, at the Prime rate of interest, as of the due date, plus three percent (3%), calculated monthly, which claim shall be enforceable under the terms of this Agreement.

C504 Distribution of Payments

Use payments shall be distributed to Performers by the Union on the following basis:

(a) Units will be assigned to Performers as follows: One (1) unit shall be defined as the minimum fee payable to the lowest rated residual category for one day of work. Performers shall receive units according to the Gross fee paid to that Performer for the production of the Program to a maximum of twenty (20) units per Performer.

(b) For each Program, the total revenue will be divided by the total units accumulated by all Performers with respect to the Program involved and therefore a dollar value will be assigned to each unit. The distribution made to each individual Performer will be based on the number of units he has accumulated and the dollar value calculated in the preceding sentence.

C505 Selection of Use Payment Option

The election made by the Producer to pay Use Fees under C3 or C4 shall be the same for each Performer engaged on the Production. For clarity, if a Producer elects to Prepay Performers as set out in Article C4, all Performers engaged in respect of the Production shall be entitled to receive the same percentage of fees as a Prepayment.

C506 Fair Market Value

The Producer and/or Distributor shall meet with the Union to determine the fair market value for distribution of a Program should such Program be distributed for Use by means of barter, or exchange, or other means for which no charge is made or a nominal fee is charged, or as part of a package of Programs. The Use fees payable to Performers shall be based on such agreed fair market value or as determined under the terms of Article 11.

C507 Distributor's Assumption Agreement

(a) If the Producer, its successors and assigns, licenses, sells, disposes or otherwise conveys any distribution rights in a Production produced under this Agreement, the Producer shall use its best efforts to obtain a Distributor's Assumption Agreement. In respect of any outright valid sale or conveyance hereunder, (i.e., a disposition, the terms of which, do not include a requirement to report revenue to a Producer) a Distributor's Assumption Agreement is a condition precedent to said sale or conveyance. The said Agreement shall be in the form attached as Appendix "G".

(b) Upon seeking the approval of the Union to an assignment, license, sale, disposition or conveyance of distribution rights the Producer shall also provide to the Union such information and material pertaining to the Distributor, as the Union may reasonably require, including but not limited to, the financial status, the individual principals and directors of the Distributor, and the conditions of the Agreement of Purchase and Sale.

(c) The Producer shall not be relieved of any of its obligations for payments due under this Agreement, unless the distributor to whom the distribution rights have been sold, assigned, or otherwise disposed of (the Distributor) assumes the obligations for such payments by a Distributor's Assumption Agreement in the form contained in Appendix "G", and the Union approves the assumption in writing. The Union's approval shall not be unreasonably withheld.

C508 Administration Charge

The Producer shall assist in defraying the cost of administering this section of the Agreement which involves the distribution of Use payments. The administration fee payable shall be one percent (1%) of the total amount to be distributed. The minimum administration charge shall be $100.00 per Program payable as an advance with the first Use Fee payment to be distributed by the Union.

C509 Re-Use Payments Forwarded to the Union

All re-use payments, other than those made at the time of production, shall be forwarded directly to the Union for distribution to Performers.

C510 Right of Audit

The Producer agrees that, for the purposes of verifying the propriety of payments made under this Agreement, the Union shall have full access to and shall be entitled to examine and audit at annual intervals, or more frequently if warranted by the circumstances as determined by the Union, at normal place of business and normal business hours, all books, records, accounts, receipts, disbursements and any other relevant documents related to the Program.

C511 Other Uses

Should a Producer wish to exploit a form of use for which terms and conditions are not specified in this Agreement, such use shall not be made of the Program until the Union and the Producer have negotiated mutually acceptable terms and conditions to apply to such form of use.

C512 Where the Union receives and is required to distribute monies to Performers, the Producer shall pay an administration charge of one percent (1%) of the total amount to be distributed. The minimum administration charge shall be $50.00 per Program payable as an advance with the first royalty payment.

C513 Security Agreement

Except where a Producer acquires Use rights pursuant to Article C401(e) and/or acquires the Use rights pursuant to Article D1 Dubbing Section, a Security Agreement in the form of Appendix H shall be provided by the Producer to the Union prior to completion of the Production or Program. If a Security Agreement is required the Performance Bond provided under Article A516 shall not be released by the Union until delivery of the said executed Security Agreement. Where a Producer is required to provide a Security Agreement and when it is contemplated that the Production or Program will be distributed outside of the jurisdiction in which it is produced, the Union may request, and the Producer will provide, additional Security Agreements in forms which are registerable in the jurisdictions where, in the opinion of the Union, the Production or Program may be distributed.

SECTION D

MINIMUM FEES AND CONDITIONS OF WORK FOR PERFORMERS IN DUBBING

ARTICLE D1 - DUBBING

D101 Application of Section D

Except where the provisions of Section D specifically provide otherwise, the general provisions of Section A shall apply to this Section.

D102 Minimum Fees for Performers in Series

The performance fees will be calculated on the basis of minimum daily fees on either a "per day" or "per production" basis, whichever is the greater. The term "production" for the purpose of this Section includes multiple Episodes of a Series, a Pilot Program, a Mini Series, a feature film, a made-for-television-movie, a Compact Device, and another similar Program.

D103 Dubbing Defined

Dubbing means the voice performance by a Performer off-camera to replace the on-camera performance of another Performer in an existing Program originally produced and exhibited in a language other than North American English, or from English or a foreign language to another foreign language.

In the event of any dispute or confusion as to whether or not the Production qualifies under this Section, the representatives of the Union and the Producer agree to meet within two (2) business days (or such other time period to which the parties mutually agree) to screen the material and make a determination as to whether or not the material qualifies to be produced under Section D. In the event that the parties are unable to agree, either party may refer the matter to the grievance procedure outlined in Article A11.

D104 **Multilingual Dubbed Production** means a Program produced predominately in a language or languages other than English, but which may contain original performances delivered in the English language.

D105 Work Day

(a) Where the Producer calls a Performer for more than one separate reporting time during any one day, each new reporting time will constitute a new first hour of work.
(b) No work Session shall be more than five (5) hours without a meal break.
(c) Such meal break shall not be less than one (1) hour or more than two (2) hours in any one day. Such meal break shall not be paid.
(d) Should the Producer call a meal break of longer than one hundred and twenty (120) minutes, the new reporting time after the meal break will constitute a new first hour of work.
(e) Notwithstanding the foregoing, if the Producer grants an extended meal period beyond the two (2) hours at the request of the Performer, or if the Producer allows more than one separate reporting time during any one (1) day at the request of the Performer, then the rate of pay for that Performer will be calculated on the actual number of hours worked by the Performer as an uninterrupted day.

D106 Minimum Fees

The fees paid to Performers with a minimum two (2) hour call on a per production basis, shall be based on the following:

(a) the length of the booking
(b) the length of time actually spent in recording
(c) the line count

whichever is the greatest.

Hours	Effective December 1, 2008	Effective December 1, 2009
2	$216.26	$222.75
3	$284.79	$293.33
3.5	$319.06	$328.63
4	$353.33	$363.93
4.5	$387.91	$399.54
5	$422.17	$434.84
5.5	$456.44	$470.13
6	$490.71	$505.43
6.5	$524.98	$540.73
7	$559.25	$576.03
7.5	$593.81	$611.62
8	$628.08	$646.92

$102.23/$105.30 for each additional hour, calculated in one-half (1/2) hour units.
Per Line Fee: $4.09/$4.21

D107 Production Records

In addition to all records and information required by this Agreement, the Producer shall forward to the Union office the script, line count, and calculation sheets used for the Production.

D108 Use Fees

The payment of the above rates shall entitle the Producer to Use of the dubbed Programs without additional payment of fees.

D109 Additional Voices (Doubling)

(a) During one Session, a Performer who is required to dub more than three (3) roles in the same Program (or in the same Episode of a Series), shall receive additional payment for doubling. Such additional payment shall be not less than $56.53/$58.23 for the first such double, and $37.17/$38.29 for the second and each subsequent double.

(b) **Participation in Crowd Noises/Walla**
Participation in Walla shall not be considered as doubling, and is permissible without additional compensation.

D110 Dubbing of Songs

The following conditions govern the dubbing of songs. (Note: Incidental humming is not considered to be singing.)

When a song is part of a Dubbed Production, whenever possible, the Producer will supply to the Performer prior to the recording, a cassette or a music sheet of the song. The Performer dubbing such a song will be paid as follows:

(i) the number of lines in the song added to the lines of script the Performer is called upon to voice multiplied by the appropriate per line fee; or

(ii) the hourly rate of the duration of the work Session or Sessions according to whichever method of payment is greater for the Performer.

When a song is included in the opening or closing sequence of a series, the Performer dubbing such a song will be paid as follows:

(i) a minimum four hours booking at the appropriate rate; or

(ii) the number of lines multiplied by the number of episodes multiplied by the appropriate per line fee

according to whichever method of payment is greater for the Performer.

The above fees entitle the Producer to the use of the song in twenty six episodes of a series. For the use of each subsequent group of thirteen episodes or less, the Producer will pay to the Performer forty per cent (40%) of the first hour dubbing fee.

D111 Vacation Pay

All of the rates include a four percent (4%) vacation payment required pursuant the B.C. Employment Standards Act which shall be noted separately on the Performer's remittance statement

D112 **Line of Dialogue** means a line of script of ten (10) words or less including directed but unscripted dialogue. Part of a line is considered a line (e.g. a block of 11 - 19 words is two (2) lines, not 1.1 - 1.9 lines). A character's line count is the line count in the script, not the total number of words divided by ten. A scripted or directed vocalization (e.g. a grunt or scream) constitutes a word under this definition.

D113 Step Up Late Payment Penalty for Dubbing

If, during any six month period, a Producer is required to make more than one payment under A3002 the following will replace A3002 for subsequent late payment penalties for Dubbing Sessions that arise within twelve months of the second penalty payment.

The Producer shall pay to the Performer a late payment charge of three dollars ($3.00) per day, per Performer per Dubbing Session, per Program, up to and including seven (7) days. Beyond that delay, the late payment charge shall be five dollars ($5.00) per day, per Performer, per Session, per Program. This provision shall not apply when the Producer has filed with the Union a *bona fide* dispute relating to the fees payable.

SIGNING PAGE

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the day and year first herein written.

Signed by the Producer

Dated this _____ day of _____, _____.
(Month) (Year)

Company Name_____

(Please Print)

Signature of Signatory Producer: _____

Name of Signatory Producer: _____
(Please Print)

Title of Signatory Producer: _____
(Please Print)

Company
Address:_____

Company Phone Number: _____ Company Fax Number: _____

Signed by the Union:

_____ _____
(Signature) (Signature)

_____ _____
(Title) (Title)

For the purposes of this Agreement, the Union office is:
Suite 400 - 1155 West Pender Street
Vancouver, B.C.
V6E 2P4
Phone: (604) 689-0727
Fax: (604) 689-1145

APPENDIX "A"

List of Individuals, Persons, Partnerships, Firms or Corporations Bound By This Agreement

BLT Productions Ltd.

Voicebox Productions Inc.

Vida Spark Productions Inc.

Nerd Corps Entertainment Inc.

APPENDIX "B"

Pursuant to the Preamble of this Agreement, if the parent company of a producing entity is an Appendix "A" signatory Producer, they may, as an alternative to executing the signing page of this Agreement, sign an Acceptance Agreement, in the form outlined below and transferred to the production entity letterhead. The Acceptance Agreement must then be forwarded to the attention of the Director of Collective Bargaining at the Union office prior to auditioning any Union Members.

ACCEPTANCE AGREEMENT

I, the undersigned Producer am authorized to execute this Acceptance Agreement and have examined 2008-2010 B.C. Animation Agreement ("Agreement") and hereby agree and accept to become bound as a party to that Agreement in its entirety, which is incorporated by reference as if set forth fully herein. By so agreeing and accepting to be bound as a party to the Agreement, the undersigned Producer shall be considered a "Producer" as that term is defined in Article A437 of the Agreement. Furthermore, the undersigned Producer shall be added to the list of Producers in Appendix "A" of the Agreement.

Dated this ___ day of _____, _____.
(Month) (Year)

Name of Appendix "A" Signatory Company (if applicable)_____
(Please Print)

Address:_____

Phone Number: _____ Fax Number: _____

Name of Production Entity _____
(Please Print)

Address:_____

Phone Number: _____ Fax Number: _____

Title of Signatory Producer: _____
(Please Print)

Name of Signatory Producer: _____
(Please Print)

Signature of Signatory Producer: _____

Receipt of the above Acceptance Agreement is hereby confirmed by the Union:

_____ _____
(Signature) (Signature)

_____ _____
(Title) (Title)

Dated this ___ day of _____, _____
(Month) (Year)

APPENDIX "C"

ANIMATION PRODUCTION INFORMATION SHEET

UNION OF B.C. PERFORMERS
400-1155 West Pender Street
Vancouver, BC
V6E 2P4
TEL #: (604) 689-0727
FAX #: (604) 689-1145

PRODUCTION TITLE:			Pre-lay Dubbing
TYPE: ☐TV Series ☐Feature ☐Promos ☐Other:			
IF SERIES: Total # of Episodes in Season:		Season #:	
START DATE:	WRAP DATE:	LENGTH OF PROD.	minutes
SIGNATORY COMPANY NAME:			
CONTACT PERSON:			
ADDRESS:			
TEL #:		FAX #:	
PRODUCED FOR (COMPANY NAME):			
CONTACT PERSON:			
ADDRESS:			
TEL #:		FAX #:	
DISTRIBUTION COMPANY NAME:			
CONTACT PERSON:			
ADDRESS:			
TEL #:		FAX #:	
PAYROLL PROCESSED BY:			
USE FEES: %		DECLARED USE:	
FIRST RELEASE/AIR DATE:			
PERFORMERS : # OF CDN PRINCIPALS:		# OF CND ACTORS:	
FOREIGN PERFORMERS? ☐YES ☐NO		ON ☐SAG OR ☐UBCP CONTRACTS	
NAME(S) OF CHILDREN & AGE :			

UBCP
Union of BC Performers
AN AUTONOMOUS BRANCH OF ACTRA

UNION OF BC PERFORMERS
PERFORMER TIME REPORT
ANIMATED PRODUCTIONS

PRODUCTION TITLE:

PRODUCTION COMPANY:

EPISODE TITLE:

EPISODE NO.:

PERFORMER:

PERFORMER'S CO. NAME:

AGENT:

ADDRESS:

SIN:

HST/GST#:

UBCP#:

CHARACTER(S):	*CAT.*

INCIDENTAL CHARACTER

DATE	CALL TIME	WRAP TIME	MEAL BREAK	TOTAL HRS	ACTOR'S SIGNATURE

REGULAR	
OVERTIME	
PREPAYMENT	
GROSS FEE	
3% RETIREMENT	
2% DUES	
WORK PERMIT FEE	
NET PAYABLE	
PRODUCER'S CONTRIBUTIONS	
GST PAYABLE	
SUBTOTAL	
TOTAL PAYABLE	

APPENDIX "E"

PERFORMER CONTRACT
FOR ANIMATION PRODUCTION
2008-2010 B.C. ANIMATION AGREEMENT

#

UNION OF B.C. PERFORMERS
400-1155 West Pender St.
VANCOUVER, B.C.
CANADA V6E 2P4
TEL #: (604) 689-0727
FAX #: (604) 689-1145

PRODUCTION COMPANY:

WITH OFFICES AT (ADDRESS):

TELEPHONE #: FAX #:

PRODUCTION REPRESENTED BY (NAME): TITLE:

CONTRACTS WITH (PERFORMER'S COMPANY NAME, IF APPLIES): *TO PROVIDE THE SERVICE OF:*

PERFORMER'S NAME: CITIZENSHIP: TEL #:

UBCP/ACTRA MEMBER: ☐ NO ☐ YES: MBR. #: S.I.N. #: H.S.T./G.S.T. #:

ADDRESS:

POSTAL CODE: DATE OF BIRTH: IF CHILD, LEGAL GUARDIAN:

PERFORMER'S AGENT/REPRESENTATIVE:

ADDRESS: TEL #:

IN THE PRODUCTION ENTITLED:

NATURE OF PRODUCTION

TYPE: ☐ PRE-LAY ☐ DUBBING INDICATE DECLARED USE - CHECK ONE ONLY (SEE CLAUSE C101):

☐ THEATRICAL ☐ FREE TELEVISION ☐ PAY TELEVISION ☐ CABLE T.V. ☐ COMPACT DEVICES ☐ OTHER:

LENGTH OF PRODUCTION: MINUTES IF SERIES, TOTAL # OF EPISODES:

OF EPISODES GUARANTEED TO PERFORMER: EPISODE #'S:

NATURE OF EMPLOYMENT

MAIN PERFORMANCE CATEGORY: MAIN ROLE:

TOTAL # OF ROLES: OTHER ROLE NAME(S) & PERFORMANCE CATEGORY(S):

GUARANTEED DATE(S) OF EMPLOYMENT (SPECIFY DAY, MONTH, YEAR):

FEES: DAILY: HOURLY RATE: OVERTIME: 1.5 RATE: 2.0 RATE:

SERIES ADJUSTMENT: % BASED ON: LIVING EXPENSES $ PER DIEM

LOCATIONS:

TRANSPORTATION: TRAVEL TIME: $ PER HOUR MILEAGE ALLOWANCE: PER KM

OTHER TRANSPORTATION EXPENSES:

CREDIT/ BILLING:

OTHER CONTRACTUAL OBLIGATIONS:

THERE IS ☐ IS NOT ☐ A RIDER ATTACHED.

ADDITIONAL RELEASE RIGHTS

In addition to the rights included under "Declared Use" (as per clause C101) indicated above, the Producer hereby purchases, by a further pre-payment of the Performer's total net fees, the following additional release rights:

PRE-PAYMENT OPTIONS

☐ N/A for Dubbing
☐ 205% for all uses, including Internet, except Theatrical, in perpetuity
☐ 200% for all uses, except Theatrical and Internet, in perpetuity
☐ 130% for Television films, all uses including Theatrical, for five (5) consecutive years
☐ 120% for Television films, all uses except Theatrical, for seven (7) consecutive years
☐ 105% for Television films, all uses except Theatrical, for five (5) consecutive years
☐ 105% for Cable Television, all uses except Theatrical for five (5) consecutive years
☐ 105% for All Other Media Enumerated in C101, all uses except Theatrical for five (5) consecutive years
☐ ___% Other: _____

The Parties to this Contract warrant that they have familiarized themselves with the provisions of the Collective Agreement and are bound by its terms. The Performer authorizes the Producer to make such deductions from his/her fees as are stated in the Collective Agreement or the Constitution and By-laws of the Union and to direct such deductions to the Union of B.C. Performers. This Performer Contract is void if no Collective Agreement is in force between the UBCP and the Producer.

_____ SIGNATURE OF PERFORMER

_____ PLEASE PRINT NAME

DATE _____

_____ SIGNATURE OF PRODUCER

_____ PLEASE PRINT NAME

DATE _____

☐ PERFORMER'S COPY ☐ PRODUCER'S COPY ☐ UNION'S COPY

APPENDIX "F"

Conditions for Employment of Children in the Film, Television and TV and Radio Commercial Industry

Pursuant to Section 9 of the British Columbia *Employment Standards Act,* a Child under fifteen (15) years of age may not be employed in British Columbia without the permission of the Director of Employment Standards. Moreover, the Director of Employment Standards has the authority to set the conditions of employment for each Child. The following conditions have been developed under the authority of the Director of Employment Standards pursuant to Section 9 of the *Employment Standards Act* in order to establish the minimum conditions of employment for Children employed in British Columbia's unique Film, Television and TV and Radio Commercial Industry.

The Director of Employment Standards reserves the right to revoke a Child employment permit pending or following an investigation and determination that continued employment would not be in the best interests of a Child.

Part A
Safety and Welfare of the Child

1. **Right to Refuse**

The Director has determined that the utmost emphasis must be placed on the need to provide a safe and healthy working environment for Children employed in the Film, Television and Television and Radio Commercial Industry. No Child shall be required to work in a situation which places the Child in danger to life or limb, is unsafe or unhealthy, or if the Child or parent/guardian has an honestly held belief that the Child is in such a situation.

Circumstances which may place the Child in an actual or perceived situation which is dangerous, unsafe or unhealthy may include:

a. **Dangerous Situations**

If the Child or parent/guardian believes the Child would be in danger, the parent/guardian shall request an immediate consultation with the Producer's representative and/or stunt coordinator. The situation will be reviewed and discussed with the parent/guardian and Child.

b. **Stunts**

The Producer must secure the written consent of the parent/guardian before any Child may perform a stunt. (Reference #12) A Child may refuse in spite of consent.

c. **Work with Animals**

A Child shall not be required to work with an animal which a reasonable person would regard as dangerous in the circumstances. The Producer must ensure that an animal handler or trainer qualified by training and/or experience is present and such handler or trainer can guarantee the safety of the Child.

2. **Physical, Athletic or Acrobatic Activity**

When the Child is asked to perform physical, athletic or acrobatic activity of an extraordinary nature, the Child's parent/guardian shall be advised of the activity prior to the engagement of the Child. If, in the parents'/guardian's opinion, the Child is fully capable of performing such activity, the parent/guardian must expressly inform the Producer's representative that the Child is fully capable.

3. **Safety Equipment**

The Producer will comply with any reasonable request from the Child or parent/guardian for equipment that may be needed for the safety of the Child.

4. **Children Employed in Scenes Depicting Child Abuse or Carnal Acts**

If a Child is employed to perform in a scene that depicts Child abuse, nudity or carnal acts, the Producer shall consult with the parent/ guardian and make available to the Child and his/her parent/guardian a qualified mental health professional (psychiatrist, psychologist, social worker) to assist the Child in preparing for participating in any such depiction. A Child shall not be present during such scenes unless it is essential for the Child to be on-camera.

Part B
Role of Parent/Guardian

5. **Parent/Guardian Actions are Subject to Review**

The parent/guardian must be familiar with these regulations. Those parents/guardians who fail to comply with the Conditions set out herein may have their subsequent applications for Child Employment Permits rejected by the Director of Employment Standards.

6. **Parent/Guardian must be Present**

The parent/guardian/chaperone must be on the set, has the right to be within sight and sound of the Child and is responsible for the Child at all times while the Child is on the set. It is recommended a monitor that provides both audio and visual be made available for the parent/guardian or chaperone to view filming of a scene when circumstances restrict the number of people on set (except see s. 7). The parent/guardian/ chaperone to child ratio shall be no greater than:

AGE OF CHILD	NUMBER OF CHILDREN PER PARENT/GUARDIAN/CHAPERONE
15 days - 5 yrs	one
6 to 11 yrs	three
12 to 14 yrs	five

One parent/guardian may be designated for up to a maximum of three (3) of their own Children provided that they are working as a background performer directly in the scene with their Children.

The parent/guardian and Producer may apply in writing to the Director to vary the ratios as set out above.

7. **Parent/Guardian must Accompany Child when Traveling**

Notwithstanding s. 6, the parent/guardian must accompany the Child when traveling to a location in which the Child will be housed overnight. The Producer shall be responsible for all travel, food and accommodation expenses.

8. **Proof of School Endorsement**

The parent/guardian shall assure that the school authority has endorsed the annual employment permit and has been notified prior to the Child commencing periods of employment.

9. **Emergency Medical Authorization**

The parent/guardian shall execute an Emergency Medical Authorization form which will enable the Producer to obtain necessary emergency medical treatment for the Child.

APPENDIX "F"

10. **Parent/Guardian Disclosure**

The parent/guardian shall disclose to the Producer, in writing, any medical history or condition or any attitudinal or psychological condition of their Child of which the parent/guardian is aware which might foreseeably interfere with, or have an impact on, the Child's ability to carry out the role for which he or she is being considered.

11. **Parent/Guardian must be Familiar with Child's Role**

The parent/guardian must review the Child's script or discuss any role for which the Child is employed to portray, with the Producer, before the Child commences employment. The Assistant Director, Casting Director, and Talent Agent will make their best efforts to convey the role to the parent/guardian. If necessary, to ensure the parent's/guardian's understanding, an interpreter will be provided, at the Producer's expense, to describe the nature of the role.

12. **Parent/Guardian must Execute Written Consent for all Stunts**

The parent/guardian must execute a written consent permitting the Child to perform any stunt. The stunt will be described in a language in which the parent/guardian is fluent, prior to the parent/guardian executing written consent. (Reference #1(b))

13. **Rest and Recreation**

The parent/guardian will work closely with the Producer to ensure adequate rest and recreation is provided for the health and safety of the Child. (Reference #33)

14. **Chaperon Proxy**

The parent/guardian may designate another adult, over nineteen years of age, who is not the Producer or the Tutor, or employee of the Producer or Tutor, to act as the parent/guardian's proxy and such chaperon will assume, in writing to the Producer and to the Director of Employment Standards, all responsibilities and liabilities of the parent/guardian imposed by these standards. A chaperon or proxy, not being the legal guardian of the child, has no legal authority to provide any consent on behalf of a child. Accordingly, the chaperon or proxy's assumption of responsibilities and liabilities does not apply to paragraphs 1(b), 8, 9, 10 and 11 of the Conditions and the parent/guardian declaration portion of the Permit.

15. **Additional Adults for Multiple Children/Infants**

When more than one Child/infant of a parent/guardian is employed on the same production at the same time but at separate locations, it is the responsibility of the parent/guardian to ensure that there is one adult to care for each Child/infant. Each parent/guardian may be counted as one adult. (Reference #6)

16. **Statutory Remittances**

The parent/guardian has a fiduciary duty to manage their Child's income from the employment, which includes making certain that the appropriate statutory remittances are paid.

17. **Five (5) Out of Seven (7) Day Workweek**

The parent/guardian shall not permit their Child to work more than five (5) days out of each seven (7) consecutive day period unless prior permission is granted in advance for a sixth (6th) day of work by the Director of Employment Standards.

A seventh (7th) consecutive day of work is prohibited.

APPENDIX "F"

Part C
Infants

18. **Infant Defined**

An infant is a Child less than two (2) years old and more than fifteen (15) days old. A Child less than fifteen (15) days old shall not be permitted to be employed.

19. **Physician's Statement**

It is recommended that the parent/guardian's should secure a written statement from a physician confirming that he/she has examined the infant, that the infant is in good health if there is no reason why the infant should not be employed.

20. **Adequate Facilities for Infant**

The Producer will provide adequate sanitary facilities for the care and rest of infants when employed. This will include a crib, changing table and a private, quiet and warm area where the infant may be fed and may rest without being held.

21. **Appropriate Food**

The Producer shall ensure that craft services provide appropriate food items specific to the age groups of Children on set. The Producer will provide appropriate storage facilities for infants or Children's food items.

22. **Exposure to Light**

An infant will not be exposed to light of greater than one hundred (100) foot candle intensity for more than thirty (30) seconds at a time.

23. **Multiple Infants**

When more than one infant is employed, it is the parent/guardian's responsibility to ensure that there shall be one adult to care for each infant. (Reference #6)

24. **Handling Infants**

Hands should be washed before and after handling infants and before and after changing diapers.

25. **Altering an Infant's Appearance**

When substances are used for altering an infant's appearance, provisions should be made for bathing the infant. Foods which commonly cause allergic reactions will not be used to alter the appearance of the infant's skin, unless their use is specifically approved by a medical doctor. These foods include, but are not limited to, raspberry and strawberry jams, jellies, preserves and peanut oil.

26. **Infant Wardrobe/Props**

Once wardrobe and props have been issued by the production for use on/with an infant, the wardrobe and props should not be reissued for another infant until the wardrobe has been laundered and the props have been disinfected.

27. **Sanitizing Infant Accessories**

Infant accessories provided by the production, such as bassinets, cribs and changing tables, must be sanitized at the time of delivery to the set, and on a regular basis. Infant accessories shall not be exchanged from one infant to another without first having been sanitized.

Part D
Hours of Work for Children

28. **General Information:**

- Children are not to work more than five (5) days per each seven (7) consecutive day period (week)
- No Child may work seven (7) days per week.

29. **Work Window**

Except as permitted in Section 31, the total work time, including meal break, must take place within the following hours:

- no earlier than 5:00 a.m.
- no later than 10:00 p.m. on evenings preceding a school day.
- no later than 12:30 a.m. on evenings preceding a non-school day.

For June, July, & August for Children not attending school:

- no later than 2:00 a.m.

30. **Work Window Per Day Extensions**

The Producer must request permission from the Director of the Employment Standards Branch through their regional office or industry hotline, to work a Child over six (6) years old, earlier or later than the hours prescribed by these standards, under special circumstances. Special circumstances include but are not limited to location availability, early morning or night exteriors shot as exteriors, or live television productions presented after the prescribed hours. Such permission will not be unreasonably withheld.

Children under six (6) years old shall not have their "work window" hours extended without prior express written consent of the Director of Employment Standards.

Requests for extensions of "work window" hours:

- must be submitted in writing to the delegate of the Director of Employment Standards.
- must be delivered forty-eight (48) hours prior to the time needed.
- will be considered individually by an Officer who will determine that:
  - all reasonable alternatives to completing the work before 10:00 p.m. (or 2:00 a.m.) have been explored.
  - the parent/guardian agrees extension of hours is necessary or is the only reasonable alternative.
  - the health and welfare of the Child will not be thereby impaired and will be protected.
  - a determination of the officer may be appealed to their Regional Manager.
  - a decision of the Regional Manager will be final.

31. **Meal Break**

A Producer must ensure that no Child works more than five (5) consecutive hours without a minimum one-half (1/2) hour meal break except as otherwise provided in a collective agreement. The maximum meal break shall be one (1) hour.

32. **Rest Period Between Work Days (Turnaround)**

For all Children, there shall be a rest period of twelve (12) hours between the Child's time of dismissal and the Child's time of call on the next work day or school start time if attending school the next day.

However where a Tutor has been required a minimum of three (3) hours "banked" tutoring time may be applied to the next day in lieu of the child attending school. (Reference # 36)

Where no tutoring time has been banked, the Producer is responsible to ensure that a minimum of three (3) hours of tutoring takes place at a location convenient to the Tutor and Child after turnaround on the next day.

33. **Payment of Wages for Time On Set (On Set Means From "Call Time to Wrap Time")**

All Children are entitled to a minimum daily guarantee of four (4) hours pay including those shifts that may be less than four (4) hours.

There shall be no split shifts.

Tutoring sessions during the work day are considered work for purposes of payment of wages. Meal periods are not considered work for purposes of payment of wages.

Overtime provisions of the *Employment Standards Act* apply except as otherwise provided in a collective agreement.

PROVINCE OF BRITISH COLUMBIA
CHILDREN IN THE FILM, TELEVISION AND
TELEVISION AND RADIO COMMERCIAL INDUSTRY
WORKING HOURS OF CHILDREN

AGE	HOURS OF WORK	TIME BEFORE CAMERA	SCHOOL
15 Days to 2 Years	Max. Day = 8 hours OT Forbidden 4 Hr. min daily guarantee or hours worked whichever is greater.	15 consecutive minutes. Minimum break 20 mins.	
3-5* Years	Max. Day = 8 hours OT Forbidden 4 Hr. min daily guarantee or hours worked whichever is greater.	30 consecutive minutes. Minimum break 15 mins.	
6-11 Years	Max. Day = 8 hours OT Forbidden 4 Hr. min daily guarantee or hours worked whichever is greater.	45 consecutive minutes. Minimum break 10 mins.	3 hours per working day when a tutor is required.
12-14 Years	Max. Day = 10 hours 2 hr. OT/day included 4 Hr. min daily guarantee or hours worked whichever is greater.	60 consecutive minutes. Minimum break 10 mins.	3 hours per working day when a tutor is required.
* 5 year old Children attending school will follow 6-11 year old hourly requirement. **Kindergarten is not considered school**			

Part E
Education Conditions for Employment of Children in the Film, Television, and Television and Radio Commercial Industry

34. **Permission:**

When school is in session:

- **Written** proof of school authority endorsement on the application for an Annual Child Employment Permit is required from teacher, principal or school board authority for Children under fifteen (15) years of age who will work when school is in session.

- If the school withholds their signature on the form:
    - The Producer or parent/guardian may request that the Employment Standards Branch intervene to mediate the matter.
    - The Director of Employment Standards shall designate a person to meet with the parent, Producer and school to attempt to resolve the issue.

35. **Tutor Not Required**

No tutoring is required if a Child works for less than three (3) consecutive school days.

36. **Tutor Required**

When any Child who normally attends school is required to work three (3) or more consecutive school days, the Producer must have a Tutor from the first (1st) day of employment unless the Child can complete a regular school day at their regular school on each day of work, as per section 39.

If work is scheduled for two (2) days but goes beyond two (2) days unexpectedly, the Producer will make his or her best efforts to have a Tutor on the third (3rd) day and will have a Tutor on the fourth (4th) day.

37. **Qualification Standards for Tutors**

The Tutor will hold a British Columbia Teachers Certificate from the British Columbia College of Teachers. However, if a Child is from another country their Tutor may be a teacher qualified from that country's jurisdiction provided that they have submitted to a *Criminal Records Review Act* (CRRA) search and no relevant criminal record exists.

38. **Adequate Area to Teach - Classroom Facility**

The Producer will be responsible for providing an adequate teaching area that is quiet, clean, heated, and adequately lighted.

The Producer will also be responsible for providing basic school supplies and appropriate furniture.

39. **Adequate Time Per Day**

Except as provided by the banking of hours provisions (Reference #41), daily tutoring shall occur during the work day and shall not be less than three (3) hours per work day.

It is recommended that the Child be tutored in a minimum of twenty (20) minute blocks.

When a Child cannot normally attend regular school because he/she is away from home on location and is required to work during school time, he/she shall receive at least five (5) days of tutoring in every seven (7) consecutive days except for weeks in which a statutory holiday occurs, then only four (4) days of tutoring is required.

Where a Child between the ages of 6 and 11 years attends school and works on the same day, their total hours of school and work shall not exceed the hours allowed in Section 33 for their age group.

Where a Child between the ages of 12 and 14 years attends school and works on the same day, their total hours of school and work may exceed the hours allowed in Section 33 for their age group provided their work day ends no later than 10:00 p.m. (2200 hours).

Under special circumstances, a Producer, and a parent/guardian as the case may be, may apply to the Director of Employment Standards for permission to have Children work and attend school where the

specific circumstances would require a variance to Section 39. Such permission must be sought in advance and will not be unreasonably withheld.

40. **Number of Students Per Tutor**

The Producer shall provide a ratio of not more than ten (10) Children per Tutor, except that up to twenty (20) Children may be taught per Tutor if the Children are in not more than two (2) grade levels.

If the Tutor is not qualified in both elementary and high school and the Children concerned are of both age groups, there shall be two (2) Tutors, one Tutor qualified at the elementary school level and one Tutor qualified at the high school level.

41. **Banking Tutoring Time**

Banking of tutoring time is to be done only when the combined work/school schedule is unusually heavy.

a. Banking is a privilege and shall be monitored. The Tutor may decide that it is in the best interest of the Child to cease banking of hours.
b. Banked time is not to exceed twelve (12) hours per month and must be used within thirty (30) days of the last banked time worked. During summer holidays, to prepare for the commencement of regular school, the bank may exceed twelve (12) hours but may not exceed more than one (1) week of the allowable hours available in a normal work period, depending on the age of the Child. (Reference #41 (e)) All banked time must be completed by the end of the Production Shooting schedule.
c. Usage of banked time shall be paid. Banked hours may not extend the workday beyond that set out in #33.
d. To qualify as banked time, the Child must always be under the immediate supervision of the Tutor.
e. When regular school is not in session, the maximum hours that may be banked on a non-working day is five (5) hours for any Child. Non-working days are school holidays, school vacation, summer holidays and weekends.
f. When a Child attends his/her regular school on a day when he/she has not worked, he/she may be tutored separately after school for banking purposes an additional maximum two (2) hours per day.
g. A maximum of three (3) hours of banked time for elementary grades and four (4) hours for high school grades may be used in any one work day in lieu of on-set tutoring, provided they do not exceed the maximum hours of work for that Child's agegroup.
h. It is the Producer's responsibility to ensure an accurate record is kept of when tutoring time is banked and when it is used. The Producer must keep records of tutoring hours for each Child for a period of two (2) years.
i. "Homework" is not to be counted as banked tutoring time.
j. The Parent, Tutor and Producer may agree to vary the provisions of Section 41. The written agreement must be approved by the designate named in Section 34.

42. **General Provisions**

If the Child's regular instruction is primarily in a language other than English, the Producer will use his/her best efforts to provide instruction in that language.

The Tutor, in consultation with the Producer, shall determine the required number of hours to be devoted to instruction during a work day, but a Child must be taught at least three (3) hours per day. The maximum number of hours that may be set aside for tutoring on a work day follows:

- for grades one (1) through six (6): six (6) hours,
- for grades seven (7) through ten (10): seven (7) hours.

APPENDIX "F"

Part F
Child's Coordinator

43. **Child's Coordinator:**

When six (6) or more Children are engaged on a Production, one individual on each set or location will be designated by the Producer to coordinate all matters relating to the welfare and comfort of such Children. The Producer shall notify the Children's parents and the Employment Standards Branch of the name of the Child's Coordinator. On any set on which six (6) or more Children are engaged, the individual designated as coordinator shall have as his/her sole responsibility, the welfare and comfort of the Children.

It is highly recommended that the Producer ensures that the designated Child's Coordinator has undergone the *Criminal Records Review Act* search and no relevant criminal record exists.

Part G
Protection of Income for Children in the Film, Television and Television and Radio Commercial Industry

44. **Monies in Trust:**

The Producer shall report to the Employment Standards Branch all earnings of Children in every pay period, by remitting a copy of the Child's pay statement. Anyone required to pay re-use or residual payments owing to Children (a "Payor") shall report to the Branch all re-use or residual payments owing to Children by remitting a statement.

If the Child's income or total earnings from October 1, 1997 to date (including re-use or residual payments) exceeds five thousand dollars ($5,000.00), or upon written advice from the Employment Standards Branch, the Producer and a Payer shall deduct twenty-five percent (25%) of any subsequent gross payments of income and twenty-five percent (25%) of any re-use or residual payments and in every pay period remit it to the Public Guardian and Trustee of British Columbia in trust for that Child, or to either of the following as may be approved and directed by the Public Guardian and Trustee of British Columbia.

a. a trust for the benefit of the child,
b. an account for the benefit of the child as may be approved by a court of competent jurisdiction.

A remittance shall include a copy of the pay statement of re-use or residual income.

If funds are paid to the Public Guardian and Trustee, the Public Guardian and Trustee will pay interest on the funds and shall be entitled to charge the same commission for the administration of the funds as funds held in trust under Section 6 of the *Public Guardian and Trustee Act* and as prescribed by Regulations to the *Public Guardian and Trustee Act.*

Address of the Public Guardian and Trustee:

Public Guardian and Trustee of British Columbia
Suite 700 - 808 West Hastings Street
Vancouver, BC V6C 3L3
Telephone: (604) 775-3480

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Revised August 31, 1999

APPENDIX "G"

UBCP
Union of BC Performers
AN AUTONOMOUS BRANCH OF ACTRA

Assumption Agreement on Sale or Other Disposition

The undersigned _____, the Purchaser of the film _____, hereby agrees to and with the Union of B.C. Performers (representing performers) to be bound by the Collective Agreement between the Union of B.C. Performers and _____ dated _____ as if it had been an original party thereto; and without limiting the generality of the foregoing, the undersigned agrees to pay when due all payment under the said Agreement, including residuals, royalties or other payments required by the said Agreement to be paid by the Producer to or for the said Performers.

Nothing herein contained, save the actual payment of the said monies, shall limit the liability of the Producer or any Purchaser to remain responsible for the payments aforesaid.

The undersigned agrees that upon any sale or other disposition of the film and/of copyright therein, it will obtain from the Purchaser an Assumption Agreement in the within form, and deliver same to the Union as provided for in the above referred to Collective Agreement.

Dated this _____ day of _____, _____.

On behalf of:
PURCHASING COMPANY:

_____	_____
Signature	Address
_____	_____
Name	City/Prov./State/Country
_____	_____
Title	Telephone Number

ACCEPTED BY THE UNION OF B.C. PERFORMERS

PER:	_____	_____
	Signature	Signature
	_____	_____
	Name	Name
	_____	_____
	Title	Title

#400-1155 West Pender Street, Vancouver, B.C. V6B 2W5
Tel: (604) 689-0727 ● Fax: (604) 689-1145

APPENDIX "H"

SECURITY AGREEMENT

This Security Agreement, made pursuant to Article and C513 of the 2008-2010 B.C. Animation Agreement (Agreement) dated the _____ day of _____ , _____.
(month) (year)

Between: _____ (the Debtor)

and **The Union of B.C. Performers (UBCP)**

Re: _____ (the "Production")

WHEREAS the Debtor is authorized and entitled to provide this Security Agreement in respect of the Production;

1. This Security Agreement is entered into between the Debtor and the Union of B.C. Performers to secure the performance by the Debtor of all its obligations under Section C of the Agreement. The said obligations include, but shall not be limited to, the obligation to pay performers in the Production any compensation due and payable under the terms of Section C of the Agreement, (i.e. Residual Payments, Use Fees or other payments provided for in Section C of the Agreement).

2. The parties acknowledge and agree to be bound by the terms, conditions and definitions contained in the **Standard Security Terms** – (attached)

3. UBCP specifically acknowledges and agrees that this Security Interest shall be subject and subordinate to, the security interests of the Parties listed below. If the security interest of any listed party is not registered at the time of the registration of this Security Interest, UBCP will agree to provide, at no cost to the Debtor, any subordination agreements required:

   a) _____ d) _____

   b) _____ e) _____

   c) _____ f) _____

   The failure of the Debtor to list all those parties with a prior security interest shall not be a violation of this Security Agreement, provided such security interest is registered.

4. **Subordination of UBCP Security Agreement** Pursuant to paragraph 7 of the Standard Security Terms, UBCP agrees that its Security Interest will rank subordinate to the security interests of the parties listed in paragraph 3. The intent of this provision is that generally, the security interests of the following parties, will enjoy priority over UBCP's security interest: chartered banks, trust companies or other recognized lending institutions, government funded financiers, and subject to the prior written approval of UBCP, other lenders or financiers who specifically require priority and who are providing project financing in respect of the Production.

5. The Debtor represents and warrants as follows:

APPENDIX "H"

a) Debtor's Legal Name, principal place of business and mailing address:

_____

b) The address at which the Debtor keeps its records concerning accounts and contracts with respect to which a security interest is herein granted (if different than above) is

_____

c) The negatives in connection with the Production will be processed by:

_____

d) The positive copies of the Production for distribution will be made by:

_____

e) The Debtor is duly organized and exists under the laws of the Province/State/Country of _____, and is not restricted by its charter documents or otherwise from entering into this Security Agreement.

f) The copyright in Production has been or upon its completion will be duly registered in the following countries:

_____ free and clear of adverse claims and liens other than those created hereby or as disclosed in paragraph 3 hereof;

g) If the Debtor is not the Producer, that the Producer is: _____ and its place of business is: _____.

h) That it is in receipt of a copy of the Agreement, this Security Agreement and the Standard Security Terms.

IN WITNESS WHEREOF the Debtor has executed this Security Agreement at _____ this _____day of _____, _____.

(month) (year)

(Debtor)

Per: _____ Per: _____

(signature) (signature)

_____ _____

(please print names) (Corporate Seal)

Acknowledgement by The Union of B.C. Performers

Per: _____ _____

(signature) (please print name &title)

Date: _____day, of _____, _____ .

(month) (year)

APPENDIX "H"

STANDARD SECURITY TERMS

1 PARTIES AND NATURE OF THE RELATIONSHIP

1.1 The Security Agreement is entered into between the Debtor and UBCP to secure the performance by the Debtor of its Secured Obligations, (defined herein at paragraph 3), and to make the Collateral (defined herein at paragraph 4) security for such Secured Obligations, to the fullest extent allowed by applicable law.

1.2 The Secured Party is the Union of B.C. Performers, which is the exclusive bargaining agent for all of the Performers who worked on the Production and is an organization whose function includes the collection and distribution of Use Fees and Residuals.

1.3 The Debtor acknowledges that the Secured Party, referred to as UBCP, is thus entitled to represent the Performers in respect of any and all current and continuing claims for payment of Use Fees, Residuals, and other amounts payable under Section C of the Agreement.

1.4 Name and address of the Secured Party:

Union of B.C. Performers
400-1155 West Pender Street
Vancouver, BC V6E 2P4
Phone: (604) 689-0727
Fax: (604) 689-1145

1.5 The Debtor warrants and represents that under the terms of this Agreement, it is primarily liable for all obligations to report and remit Residual Payments, Use Fees and other payments, arising from the terms and conditions contained in Section C of the Agreement, as if it was a signatory to the and the terms of the Agreement are hereby incorporated by reference.

2 CREATION OF SECURITY INTEREST

2.1 The Debtor hereby grants to UBCP, in addition to any other rights or benefits previously granted by contract, Collective Agreement or otherwise, for value received and to secure the performance of the Obligations under this Security Agreement and as a general and continuing collateral security for the payment of the full sum of Performers Fees including but not limited to Use and Residual Fees and for the due performance, observance and fulfillment of the Obligations of the Producer/Debtor, a Security Interest by way of a Charge ranking subordinate to those secured parties set out in section 7.1 hereof, but otherwise in first position in respect of the Collateral as defined herein, whether now owned or hereafter acquired directly or indirectly by the Debtor, whether now existing or hereafter arising, pursuant the Personal Property Security Act, R.S.B.C. 1996. c.359, as amended (the "PPSA") and the property described herein (hereinafter referred to as "Collateral").

2.2 All phrases which are defined in the Agreement and not otherwise defined in this Security Agreement shall have the meaning ascribed by the Agreement, and all phrases not otherwise defined in this Security Agreement shall have the meaning ascribed by the PPSA.

APPENDIX “H"

3 THE OBLIGATIONS

For certainty, the Obligations shall include but shall not be limited to:

3.1 the obligation to pay to Performers any and all Fees due for their services performed or to be performed in the Production and any and all compensation due by reason of the Distribution of all or part of the Production, in accordance and as defined by the terms of the Agreement.; and

3.2 the obligation to pay Insurance and Retirement Savings contributions for the benefit of Performers, in accordance with the Agreement, subject to any of the above obligations being assumed in writing by another entity by means of an Assumption Agreement on Sale or Other Disposition, with approval of UBCP (not to be unreasonably withheld) whereupon they shall be excluded from the Obligations secured hereunder; and

3.3 the full, timely and faithful performance by Producer of all terms, provisions, covenants, conditions, agreements and obligations contained in or contemplated by this Security Agreement and the Agreement.

4 COLLATERAL

4.1 "Collateral" means all right, title and interest of Producer in and to the Production, each of the component elements thereof and all rights appurtenant thereto, together with any and all proceeds and avails thereof. For certainty, no right or interest with respect to sequels, prequels, remakes, spin-offs or episodic series based on or derived from the Production or any of its underlying works nor any right to monies derived through the exploitation of ancillary, allied, underlying and like rights such as merchandising, novelization, music publishing, soundtrack and sequel rights. Any reference to Collateral shall, unless the context requires otherwise, be deemed a reference to "Collateral or any part thereof”. For certainty, the Collateral includes:

4.1.1 all debts, accounts receivable, demands, and choses in action which are now due, owing or accruing due or which may hereafter become due, owing or accruing due to the Debtor and all claims of whatsoever nature or kind which the Debtor now has or may hereafter have, including claims against the Crown and claims under insurance policies;

4.1.2 all contracts, securities, bills, notes, lien notes, judgments, chattel mortgages, mortgages, and all other rights and benefits which now are or may hereafter be vested in the Debtor in respect of or as security for any of the said debts, demands, choses in action and claims;

4.1.3 all books, accounts, invoices, letters, papers and documents in any way evidencing or relating to any of the said debts, demands, choses in action and claims;

4.1.4 all negatives, video tapes, lavenders, dupes, sound tracks and positive prints connected with the Production whether in completed form or in some stage of completion; or any other media upon which the Production is recorded, and all rights in the said media, and other assets related to the Production of any nature, and any proceeds therefrom, now owned or which may from time to time be owned and acquired by the Debtor.

4.1.5 the single production right to the original idea and story upon which the Production is based, all scripts, screenplays and other written materials used or to be used in connection with the Production;

4.1.6 the synchronization rights in and to the lyrics, music and musical compositions as may be owned or acquired by Producer for use in the Production to the extent of such single use only;

4.1.7 all copyrights and licenses obtained or to be obtained by Producer for use in connection with the Production to the extent of such single use only;

4.1.8 all sums obtained or to be obtained by Producer from distribution, exhibition and exploitation of the Production, including without limitation all moneys due or to become due to Producer under any distribution agreements entered into by Producer for the distribution of the Production; and

4.1.9 all recoveries under insurance policies issued in connection with the Production.

4.2 The Debtor expressly warrants that to the best of its knowledge and belief it has good title to its interest in the Collateral now due and will have good title to its interest in the Collateral to become due, free and clear of all liens and encumbrances except for the security interest granted hereby, the security interests in section 7.1 hereof or as disclosed to UBCP and that no restrictions exist, or will exist by agreement or otherwise, with respect to any of the said Collateral which impair the right of the Debtor to make this charge.

5 ENFORCEMENT COSTS

UBCP acknowledges that it shall be solely responsible for all costs and expenses, including legal fees and disbursements, in perfecting and enforcing any of its rights under this Security Agreement, save and except as herein provided.

6 RIGHTS AND OBLIGATIONS OF DEBTOR

The Debtor shall:

6.1.1 at no cost, execute and deliver such further agreements, contracts, documents and instruments (each a "Security Document") as UBCP may reasonably prepare, require to perfect, protect or maintain the Security Interest provided for herein. If, within ten (10) business days of notice from UBCP requesting any such Security Document, Producer fails to execute and deliver it consistent with the rights of UBCP or to provide UBCP with notice specifying with particularity Producer's objection to so doing, then Producer hereby irrevocably appoints UBCP its true and lawful attorney-in-fact to execute, deliver, file and record, on its behalf and in its name, such Security Document. UBCP will promptly provide Producer with a true and complete copy of each Security Document executed by UBCP under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

6.1.2 use all reasonable good faith business efforts to defend, at its own cost and expense, Producer's right, title and interest in and to the Collateral, and the Security Interest and rights of UBCP, against all claims of infringement and against any and all claims by third parties arising out of or resulting from the use in the Production of any story, adaptation, idea, impersonation, character, photograph, music,

musical composition or other material, provided that Producer may satisfy this requirement if Producer causes UBCP to be named as an additional insured, as its interest may appear, on any standard policy of errors & omissions insurance maintained by Producers or its successors in interest with respect to the Production.

6.2 UBCP acknowledges that Producer, and its successors, licensees, and assigns, are the persons undertaking the release and exploitation of the Production and all rights within or arising from it. UBCP further acknowledges that prior to UBCP realizing on its Security Interest in accordance with this Security Agreement, nothing in this Security Agreement authorizes or permits UBCP to delay, enjoin, impede, impair or otherwise interfere with the development, production, distribution, advertising, marketing, turning to account or other exploitation of the Production or any of the Collateral which is undertaken, authorized, permitted or allowed by Producer or any of its successors, licensees, or assigns in the sole exercise of their good faith business judgment, and nothing in this Security Agreement requires or prevents Producer or any of its successors in interest from taking or refraining from taking any action for any infringement or piracy of any rights in the Production or Collateral. UBCP agrees that Producer has no obligation under this Security Agreement to release the Production or to exploit the Production or to realize any moneys with respect thereto in any manner

6.3 Until default or unless otherwise agreed with the Secured Party, the Debtor may deal with Collateral in the ordinary course of the Debtor's business in any manner consistent with the provisions of this Security Agreement. If the Debtor desires to change its principal place of business or mailing address from that described in paragraph 5(a) above or if the Debtor wishes to move its records and accounts from that described in paragraph 5(b) above, or if the Debtor wishes to move the Production negatives or the positive copies of the Production from the locations described in paragraphs 5(c) and 5(d) above, the Debtor shall notify the Secured Party of the relevant change and do all such acts and execute all such documents as are required by UBCP to effectively preserve and perfect the Secured Party's security therein in the jurisdiction to which such assets have been moved. For clarity, nothing herein shall require the Debtor to notify UBCP of the removal by any distributor of prints incorporating the Production.

6.4 The Debtor shall defend its own rights in Collateral against the claims and demands of all persons. The Debtor shall use its best efforts to maintain the negative and positive copies of the Production in Debtor's possession in a condition and state of repair that preserves the value of such Collateral. The Debtor will not knowingly commit or permit damage to or destruction of the negative of the Production.

6.5 The Debtor shall notify the Secured Party promptly of:

a) any material change in the information contained in this agreement (including the schedules hereto) relating to the Debtor, the Debtor's business or Collateral,

b) the details of any change in name or address of the Debtor or location of Collateral;

c) the details of any disposition of the negative of the Production;

d) the details of any claim, or litigation materially affecting the ownership of the Collateral;

e) any material loss of or damage to Collateral;

f) any material default known to Debtor by any distributor or broadcaster which materially affects the likelihood of further use fees to UBCP in respect of the Production.

6.6 The Debtor will conduct its business and affairs in a proper and efficient manner in accordance with applicable law and keep records relating to the Production in accordance with generally accepted accounting procedures. The Debtor shall pay all charges, taxes, assessments, claims, liens and encumbrances relating to Collateral or the Debtor's business and affairs when the same become due. The Debtor will deliver to the Secured Party promptly such information concerning Collateral, the Debtor and the Debtor's business and affairs as the Secured Party may reasonably request.

7 SUBORDINATION OF UBCP SECURITY AGREEMENT

7.1 UBCP acknowledges and agrees that the Security Interest will rank subordinate to security interests of the following: chartered bank, trust company or other recognized lending institution; government funded financiers, and (subject to the prior written approval of UBCP) other lenders or financiers who specifically require priority providing project financing in respect of the Production.

Specifically in respect of the Production UBCP hereby acknowledges and agrees that its Security Interest hereunder ranks subordinate to the security interests, whether registered or otherwise, of the following secured parties with respect to the Debtor and the Collateral:

Prior Secured Parties: _____

7.2 UBCP further acknowledges that Producer, or its assigns, affiliates or successors, have licensed and may from time to time license certain rights in the Production to one or more distributors or licensees, which rights either have been or may be secured by security interests with respect to rights granted to them. UBCP agrees that so long as all statements of receipts and payments have been timely paid or made by such distributor or licensee to Producer with respect to the rights and territories granted to such distributor or licensee, UBCP will not disturb the peaceful and quiet enjoyment of the rights granted to such distributor or licensee, nor attempt to enjoin, impair or interfere with the exercise of its rights.

7.3 In the event that the Producer defaults (as per Article 8) and fails to adequately assert or protect its contractual or other rights to receive payments from third parties, pursuant to Licensing or Distribution agreements or the like, the Debtor agrees that UBCP shall have the right of subrogation and it shall be entitled to take any steps it deems necessary for the protection of such rights, including, but not limited to, the right to commence any legal action in the place of the Debtor. However, any such step or action shall be in UBCP's name and at UBCP's sole expense. UBCP shall be reimbursed for any and all reasonable costs of the action, audit, or the like in first position from any funds recovered. All recovered funds shall be directed to be paid and held by a trustee, who will disburse such funds in accordance with entitlement.

8 EVENTS OF DEFAULT

8.1 The Debtor shall be in default under this Security Agreement upon occurrence of any of the following:

8.1.1 Non-payment when due, whether by acceleration or otherwise, of any amounts secured by this Security Agreement, or the failure to comply with any provisions of Section C of the Agreement in any material way, subject to paragraph 8.1.2.

8.1.2 Failure to comply within 30 days after written notice from the Secured Party demanding compliance with any provision contained in the Agreement or this Security Agreement and if compliance is not practically possible, failure to take steps that will produce compliance as soon as is reasonably practical.

8.1.3 If any representation or statement made or furnished in this Security Agreement or under the Agreement to the Secured Party by or on behalf of the Debtor proves in any material respect to have been false when made or furnished.

8.1.4 Bankruptcy of the Debtor; the filing against the Debtor of a petition in bankruptcy if such petition remains uncontested for 30 days; the making of an authorized assignment for the benefit of creditors by the Debtor; the appointment of a receiver, trustee, or liquidator for the Debtor or for any asset of the Debtor if such appointment continues for 30 days or more; or the institution by or against the Debtor or any type of insolvency proceeding or creditor re-arrangement.

9 SECURED PARTY RIGHTS AND OBLIGATIONS

9.1 In addition to the rights granted herein, the Secured Party may enforce any other rights and remedies it may have at law or in equity, and specifically shall have all rights and remedies of a secured party under the PPSA. All rights and remedies of the Secured Party shall be cumulative.

9.2 The Secured Party shall have the right at any time upon reasonable notice to confirm the existence and state of Collateral in any manner the Secured Party may consider appropriate and the Debtor agrees to furnish all assistance as the Secured Party may reasonably request in connection therewith. Upon the occurrence of an event of default, the Debtor grants to the Secured Party or its agents access to all places where Collateral may be located and to all premises occupied by the Debtor for the purposes of inspection or obtaining possession.

9.3 The Secured Party may appoint by instrument a receiver or other person to act on its behalf before or after default or in any insolvency or like proceedings (receiver includes a receiver-manager). The appointee has all the powers of the Secured Party under this Security Agreement. In addition, on instructions from the Secured Party, the receiver shall be entitled in connection with any enforcement proceeding hereunder to carry on the business of the Debtor in respect of the Production with all the powers that the Debtor would have to operate its business for such time as the receiver determines advisable and in the best interest of the Secured Party.

9.4 The Secured Party may, subject to Debtor's rights under the PPSA, take possession of, collect, demand, sue on, enforce, recover and receive Collateral and give binding receipts and discharges therefor. The Secured Party in possession may, subject to Debtor's rights under the PPSA, use Collateral as it sees fit, providing that any income from Collateral is applied to the Debtor's account. Upon default, the Secured Party may also, subject to Debtor's rights under the PPSA, sell, lease or otherwise dispose of Collateral in any commercially reasonable manner.

9.5 At any time after the occurrence of an event of default the Secured Party may direct account debtors of the Debtor in respect of the Production to make all payments owing to the Debtor directly to the Secured Party by notifying such account debtors of the Secured Party's interest, either before or after default; and upon notice from the Secured Party to the Debtor, any payments received by the Debtor in respect of the Production whether before or after notification to account debtors, shall be held by the Debtor in trust for the Secured Party in the same medium in which received, shall not be commingled with any assets of the Debtor, and shall be turned over to the Secured Party forthwith upon receipt.

9.6 The Debtor agrees to pay, subject to limitations under the PPSA or the Agreement, all charges, including solicitors', auditors', receivers' or like persons' costs and remuneration or other expenses reasonably incurred by the Secured Party or other party appointed by the Secured Party in operating the Debtor's accounts but the Secured Party shall pay the fees and expenses of preparing or otherwise enforcing the terms of this Security Agreement.

9.7 No variation, amendment (except for any schedule which may be added hereto pursuant to the provisions of this agreement) or waiver of any provision of this Security Agreement shall be effective unless made by written agreement executed by the parties to this Security Agreement. The Secured Party may remedy any default or perform any duty of the Debtor hereunder or with respect to any indebtedness in any reasonable manner without waiving the default remedied and without waiving any other prior or subsequent default by the Debtor. The Secured Party may grant extensions of time and other indulgences, take and give up securities, accept compositions, grant releases and discharges, release Collateral to third parties and otherwise deal with the Debtor's guarantors or sureties and others and with Collateral and other securities as the Secured Party may see fit without prejudice to the liability of the Debtor, or the Secured Party's right to hold and realize Collateral.

10 SUCCESSOR INTERESTS

10.1 This Security Agreement shall enure to the benefit of the and be binding on the parties hereto and their respective heirs, executors, administrators, successors and assigns.

11 APPLICABLE LAW

11.1 This Security Agreement shall be governed by the laws of the Province of British Columbia, unless otherwise agreed by the parties.

12 TERMINATION

12.1 Upon provision to UBCP of Assumption Agreement on Sale or Other Disposition or a Distribution Guarantee in accordance with the provisions of the Agreement, UBCP shall be deemed to have discharged its security interest and UBCP shall, at the written request and at no cost to Debtor, cancel and discharge all security interests under this Security Agreement and execute and deliver to the Debtor such deeds or other instruments (collectively, "Release Documents"; individually, a "Release Document") as shall be required to effect such discharge and to register notice of such discharge under the PPSA and such other jurisdictions as the Secured Party may have registered its security interest. If within 10 business days of notice from Debtor requesting any such Release

Document, UBCP fails to execute and deliver it or to provide to Debtor notice specifying with particularity UBCP's objection to so doing, then UBCP hereby irrevocably appoints Debtor its true and lawful attorney in fact to execute, deliver, file and record on its behalf and in its name such Release Documents. Debtor will promptly provide UBCP with a true and complete copy of each Release Document executed by Debtor under this paragraph along with full information regarding each jurisdiction where it has been registered, filed or recorded.

APPENDIX "I"

AUDITION SIGN-IN SHEET

UBCP
Union of BC Performers
AN AUTONOMOUS BRANCH OF ACTRA

Page ____ of ____

Production Name: _____ **Audition Date:** _____ **Episode #** ____ **of** ___

Casting Director: _____ **Casting Assistant:** _____

Call Time = Time audition is scheduled to start / Arrival Time = Time performer arrived at audition / Time at end of audition = time performer is released

PERFORMER'S NAME ☆PLEASE PRINT CLEARLY☆	UBCP MEMBER #	R O L E	CALL TIME	ARRIVAL TIME	TIME AT END OF AUDITION	PERFORMER SIGNATURE (Sign only upon completion of Audition)	PLEASE CHECK ONE ☑ :			
							Canadian Citizen or Landed Immigrant	U.S. Citizen living in Canada w/ Visitor Status	U.S. Citizen living in the U.S.	Other:

400-1155 WEST PENDER STREET., VANCOUVER, BC V6E 2P4 • PHONE: (604) 689-0727 • FAX: (604) 689-1145

SIDELETTER NO. 1

January 1, 2004 (Amended as of December 1, 2008)

Re: Animation Agreement – Internet Use

The purpose of this Sideletter is to permit the use of animated Programs on the Internet. This Sideletter shall apply for the duration of the Agreement which shall continue in full force and effect until November 30, 2010, or until such time as a new agreement is concluded.

The Union and the Producers will jointly monitor the effectiveness of this Sideletter during the term of the 2008-2010 BC Animation Agreement. This Sideletter shall terminate with the Agreement, unless otherwise agreed between the Union and the Producer.

Nothing in this Sideletter may be interpreted to restrict the right of any individual Performer to negotiate terms (including rates and fees) and conditions in excess of the minimum fees, rates and conditions.

In addition to the Sideletter provisions set out below, the Union hereby confirms that *Article A2701 (b) (iii) Excerpts* governing the use of excerpts of not more than four (4) minutes allows for promotional use on the internet.

A "free website" shall mean a website where a Program may be downloaded and/or viewed at no cost to the user.

A "pay website" shall mean a website where a Program may be downloaded and/or viewed and there is a requirement that the user shall make a payment (in addition to the fee paid to an internet service provider) to download and/or view the Program.

The Union agrees to the following:

1. The payment of the applicable percentages set out in *Article C401 (b) All Free Television* shall constitute payment in full for the acquisition of the Use rights specified in that Article and shall be deemed to include use of the Program on the Internet on free websites.

2. The payment of the applicable percentages set out in *Article C401 (d) All Other Media Enumerated in C101* shall constitute payment in full for the acquisition of the Use rights specified in that Article and shall be deemed to include use of the Program on the Internet on both free and pay websites.

3. If the Producer has not elected to acquire Internet Use rights in perpetuity in accordance with Article C401(e)(ii), the payment of applicable percentages set out in Article C401(e)(i) Use Rights in Perpetuity and 3.6% of Internet generated DGR shall constitute payment in full for the acquisition of Use Rights specified in that Article and shall be deemed to include use of the Program on the Internet on both free and pay websites.

4. The payment of the applicable rates set out in *Article D106 Minimum Fees* shall constitute payment in full for the acquisition of Use rights specified in Article D108 and shall be deemed to include use of the Program on the Internet on both free and pay websites.

5. In respect of the 1999-2000 Animation Agreement, the Union agrees to the following enabling:

   a) The payment of the applicable percentages set out in *Article C204(f) Use Rights in Perpetuity*, shall constitute payment in full for the acquisition of Use rights specified in that article and shall be deemed to include use of the Program on the internet on both free and pay websites.

   b) Payment of the applicable rates as set out in *Article D104 Minimum Fees* shall constitute payment in full for the acquisition of the Use rights specified in article D106 and shall be deemed to include use of the program on the internet on both free and pay web sites.

This Sideletter shall apply to all Programs produced by the signatories to the 2008 -2010 BC Animation Agreement.

On behalf of the Executive Board and membership of the Union of BC Performers please accept my best wishes for continued success.

Cordially,

Howard Storey
President
Union of BC Performers